



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS
FOR
ELIGIBILITY AND BENEFITS MANAGEMENT SYSTEM**

RFP # 34501-13219

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1. INTRODUCTION

The State of Tennessee, Department of Human Services (TDHS), hereinafter referred to as “TDHS” or “State,” issues this Request for Proposals (“RFP”) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

1.1.1. TDHS is the State’s lead agency in improving the well-being of Tennesseans who are economically disadvantaged, vulnerable, or living with disabilities, through a network of financial, employment, protective, and rehabilitation services. TDHS is responsible for administering numerous services throughout the State of Tennessee, including Families First (the State’s Temporary Assistance for Needy Families (“TANF”) program), Supplemental Nutrition Assistance Program (“SNAP”), Child Support (“CS”), Child Care (“CC”), Adult Protective Services, and Rehabilitation Services. Through these programs, TDHS provides the citizens of Tennessee with benefits and services to assist them with such essentials as food, shelter, and childcare, and financial support for their children.

Through this RFP, TDHS seeks a contractor for the Design, Development, and Implementation (“DDI”) of a new Family Assistance (“FA”) (which covers SNAP and TANF) eligibility and benefits management system. This system will be known as the “Eligibility and Benefits Management System” or “the System.” The System will be part of the TDHS Enterprise System Modernization Solution (“ESM Solution”), which is a multi-year endeavor to modernize or replace several key legacy systems supporting TDHS core program areas of FA, CC, and CS.

The ESM Solution was initiated by TDHS with the recognition that over the years Tennessee has taken a silo approach in building technical solutions, resulting in multiple legacy systems using different and incompatible technical standards and redundant components. Through the ESM Solution, TDHS plans to modernize and replace the TDHS legacy information systems, which support FA, CC, and CS programs. The vision of the ESM Solution is to deploy a set of integrated systems aligned with and capable of supporting TDHS’ customer-focused model of practice, focused on a “no wrong door,” robust customer self-service and an approach to delivering coordinated and highly-informed services to best support a customer’s full breadth of needs.

As envisioned, the ESM Solution components, including the System, will be integrated into the Enterprise Integration Platform (“EIP”), a Service-Oriented Architecture (“SOA”) foundation based on standardized technology infrastructure components and interoperable technical and business services. (See Appendix 1 for additional detail regarding the ESM Solution and Appendix 2 for additional detail regarding the EIP.) The EIP shall be comprised of both cloud-hosted and on premise components.

1.1.2. The Respondent must propose either (1) a comprehensive commercial-off-the-shelf integrated SNAP and TANF eligibility and benefits management solution that can be configured, modified, or enhanced to support the requirements of the Contract, and meet TDHS’ functional and non-functional requirements (as further detailed in Attachments H and I) OR (2) a potential SNAP and TANF eligibility and benefits management solution transferred from another state or local government entity that can be modified to support the requirements of the Contract, and meet TDHS’ functional and non-functional requirements (as further detailed in Attachments H and I). The proposed solution must have been fully operational in the twelve (12) months prior to MM/DD/YYYY and must have been implemented with a “go live” date within the sixty (60) months prior to MM/DD/YYYY. The Respondent shall not propose to implement or create any of the

following:

- A custom-built solution;
- A proprietary technology dependency for the State; or
- A solution based on mainframe technology.

The State may deem a proposal that contains such elements as listed above to be non-responsive and may reject it.

- 1.1.3. The Contractor shall complete the DDI work within a 24 month period. After the system is operational, the Contractor shall provide up to one (1) year of Stabilization maintenance and operations (M&O) services. The Contractor shall correct all known issues and ensure there are no outstanding security incidents before the Stabilization period shall be considered complete. Following the end of the Stabilization period, the Contractor shall provide six (6) months of M&O Steady State services during which the Contractor shall also provide stabilization services and prepare the State's staff to take over M&O responsibilities at the conclusion of the initial M&O period. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each in order to extend the M&O period. The total Contract Term shall not exceed a total of sixty-six (66) months.

As needed, TDHS may also request changes from the Contractor throughout the Contract Term to address new or modified functionality.

- 1.1.4. The vendor shall provide the services required by this RFP compliant with the technical environment described by the State of Tennessee: Enterprise Technology Architecture (the "Architecture"). The Department of Finance and Administration, Strategic Technology Solutions ("STS") has determined that the Architecture is confidential under Tenn. Code Ann. § 10-7-504(i).

It is a mandatory pre-requisite that all vendors intending to submit a response for this RFP must sign a Non-Disclosure Agreement (NDA) and receive a copy of the Architecture. The NDA that respondents must sign is found in RFP Attachment 6.8. Respondents must complete, sign, and return this document to the State of Tennessee by no later than the "Non-Disclosure Agreement ('NDA') Request Deadline" given in RFP Section 2, RFP Schedule of Events.

Upon receipt of the vendor's signed NDA, the State will provide that vendor with the Architecture document.

In addition, all vendors intending to submit a response must also request the key to the SII Worksheet, as described in RFP Attachment 6.7, Section 6.7.6.

- 1.1.5. At this point, the State does not have a finalized budget for the total cost of the services.

1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Term of Contract (Section B);
- Payment Terms and Conditions (Section C);
- Mandatory Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *Pro Forma* Contract substantially represents the contract document that the successful Respondent must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 34501-13219

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Michael S. Leitzke, Sourcing Analyst
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue, Nashville, TN 37243
Telephone: 615-741- 5666
michael.s.leitzke@tn.gov
tn.gov/generalservices/

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Jeffrey Blackshear
Tennessee Department of Human Services
15th Floor, Citizens Plaza Building
400 Deaderick Street
Nashville, TN 37243-1403
Telephone: (615) 313-5711
jeffrey.blackshear@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents with a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
RFP Issued		October 1, 2019
Disability Accommodation Request Deadline	2:00 p.m.	October 7, 2019
Notice of Intent to Respond Deadline	2:00 p.m.	October 28, 2019
Non-Disclosure Agreement ("NDA") Request Deadline (see RFP section 1.1.4)	2:00 p.m.	October 28, 2019
Written "Questions & Comments" Deadline	2:00 p.m.	November 5, 2019
State Response to Written "Questions & Comments"		November 26, 2019
Response Deadline	2:00 p.m.	January 2, 2020
State Completion of Technical Response Evaluations		February 6, 2020
State Schedules Respondent Oral Presentation		February 6, 2020
Respondent Oral Presentation	TBD	February 13, 2020 to February 19, 2020
State Opening & Scoring of Cost Proposals	2:00 p.m.	February 24, 2020
Cost Negotiations (Optional)		February 27, 2020 to March 4, 2020
State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 10, 2020
End of Open File Period		March 17, 2020
Federal Review of Contract		April 7, 2020 to June 5, 2020
State sends Contract to Contractor for Signature		June 12, 2020
Contractor Signature Deadline	2:00 p.m.	July 1, 2020

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to Section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the State may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12-point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
 - a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

- 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 34501-13219 TECHNICAL RESPONSE ORIGINAL”

and five (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 34501-13219 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 34501-13219 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “Microsoft Excel” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 34501-13219 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 34501-13219 TECHNICAL RESPONSE FROM
[RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34501-13219 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 34501-13219 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Michael S. Leitzke, Sourcing Analyst
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Avenue, Nashville, TN 37243
 Telephone: 615-741- 5666
michael.s.leitzke@tn.gov
tn.gov/generalservices/

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A Respondent shall not include in its response, or after contract award, any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that supplement, modify, or contradict the terms set forth in the pro forma contract.
- 3.3.4. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.5. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.6. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.7. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent

submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

- 3.3.8. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.9. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.9.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.9.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.9.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. **GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

4.1. **RFP Amendment**

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. **RFP Cancellation**

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. **State Right of Rejection**

- 4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. **Assignment & Subcontracting**

- 4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).
- 4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. **Right to Refuse Personnel or Subcontractors**

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other State officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term Date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other State officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Change Orders**

Notwithstanding the above, *pro forma* Contract, Section A.8. provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

4.13. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.14. Next Ranked Respondent

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	45
Oral Presentation (refer to RFP Attachment 6.2., Section D)	10
System Infrastructure Impact (SII) (refer to RFP Attachment 6.2, Section E)	5
Cost Proposal (refer to RFP Attachment 6.3.)	20

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

- c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. The Solicitation Coordinator will evaluate the responses to Attachment 6.2, Section E, by completing the quantity calculations and mathematical extensions, and sum to derive the SII Evaluation Raw Score. The Solicitation Coordinator will then calculate the System Infrastructure Impact (SII) final score for each Respondent, using the formula given in Attachment 6.2, Section E.
- 5.2.1.5. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Sections B, C, D, and E, and record each average as the response score for the respective Technical Response section.
- 5.2.1.6. The Solicitation Coordinator will invite Respondents to make an oral presentation who have attained a minimum score of 45 out of 65 possible points for the General Qualifications & Experience (20 points) and Technical Qualifications, Experience & Approach (45 points) sections. In the event that one or no Respondent attains a minimum score of 45 out of 65 possible points for the General Qualifications & Experience (20 points) and Technical Qualifications, Experience & Approach (45 points) sections, the State has the option in its sole discretion to invite the three highest scoring Respondents to give an oral presentation.
 - 5.2.1.6.1. The oral presentation is mandatory to award of a Contract. It is the responsibility of the Respondent to ensure Key Personnel are present during Oral Presentations and be available to answer questions in an authoritative manner. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.1.6.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.1.6.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
 - 5.2.1.6.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

- 5.2.1.6.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
- 5.2.1.6.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
- 5.2.1.7. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide, and accompanying Cost Proposal Template, RFP Attachment 6.3.1.
- 5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2 The procuring agency head will determine the apparent best-evaluated Response. To affect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3 The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4 The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5 Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6 If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 34501-13219 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the Federal Government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the Federal Government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <http://www.tn.gov/generalservices/article/Public-Information-library>.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**SIGNATURE:**

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must not exceed 300 pages. Resumes and appendices are excluded from this page limit.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.4	Provide written confirmation that the Respondent understands and agrees to comply with the State's Technology Architecture requirements.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5	<p>Provide a statement confirming that:</p> <p>(1) the Respondent shall not serve as the System Integration (SI) contractor, or Independent Verification and Validation (IV&V) contractor or be a subcontractor to these entities for any ESM project component (See Appendix 1 for the ESM project components.); and</p> <p>(2) the Respondent has not contracted with the State to provide the 2017-18 ESM Feasibility Study.</p>	
	A.6	<p>Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent.</p> <p>(NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)</p>	
	A.7	<p>Provide a written attestation that the Respondent <u>has</u> successfully completed at least one (1) large scale design, development, and implementation project for a system similar to the Eligibility and Benefits Management System described in this RFP.</p> <p>The project must meet all the following criteria:</p> <ul style="list-style-type: none"> a) Comparable in size and complexity to that specified herein, or larger; b) System's SNAP/TANF functionality has been fully operational in the twelve (12) months prior to the RFP Proposal due date; c) Have implemented with a "go live" date within the sixty (60) months prior to the RFP Proposal due date; d) Included SNAP and/or TANF eligibility determination; e) For a state or local government health/human services agency; f) Performed as the prime contractor. <p>Supporting documentation shall consist at a minimum of name of the entity, total contract value as set for the initial contract scope of work, number of enrollees, dates of the project, services provided by the Respondent, project status as of RFP proposal submission (e.g. complete), products implemented, the modules/functionality within those products that were deployed, and Key Personnel who are/were involved in the project.</p>	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, <i>etc.</i>).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> three (3) completed projects. <p>At least one reference must be from an entity identified in Respondent's response to Attachment 6.2, Section A.7.</p> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> complete the reference questionnaire; sign and date the completed reference questionnaire; seal the completed, signed, and dated reference questionnaire within the envelope

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.19.	<p>Provide a full listing of:</p> <p>(a) Any liquidated damages paid and their triggering events; and terminated contracts (mutually or otherwise) with any other public transactions (federal, state, local, or territories) within the last five (5) years.</p>
	B.20.	<p>The State is amenable to including some changes to the Pro Forma Contract. The State will take all reasonable suggested alternative or supplemental contract language changes by proposers under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state law. The State, however, will not take under advisement or consideration any alternative or supplemental suggested contract language changes that were not included in a proposer's proposal response.</p> <p>Clearly list in your response to this item, B.20, all exceptions you are taking to the RFP's Pro Forma contract in your proposal. Do not include any exceptions or changes that (1) the State has denied in previous answers to Written "Questions and Comments", (2) contradict a Federal requirement or a Mandatory Requirement, or (3) introduce a significant alteration to the technical requirements. All exceptions must be listed in this section.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items	
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 20)</i>			
<i>State Use – Evaluator Identification:</i>			

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	a. Provide an overarching narrative that illustrates the Respondent's understanding of TDHS' requirements and timelines (Attachment 6.6 Section A.2 in particular) and confirms that the Respondent agrees to the complete scope of work. b. Clearly explain if you are proposing to use a commercial-off-the-shelf solution or a transfer solution, and the details about the solution (e.g., the state from which the system is being transferred, version, etc.). c. Explain where your solution has been implemented, when the implementation was completed, and if the entity is still using the solution.		2	
	C.2.	a. Provide a narrative that illustrates the Respondent's relevant DDI experience with eligibility determination and benefits management systems similar to the System. For each project experience: <ul style="list-style-type: none"> • Include the client name, project description and goals, Respondent's project role, duration of the role, deliverables, and project results. • Explain how this experience is relevant to this RFP scope and how the experience can be leveraged to help TDHS during the delivery of Contract services. b. Provide a narrative that illustrates the Respondent's SNAP and TANF systems experience. Particular emphasis should be placed on the functionality requested for the System: eligibility determination, benefits management, appeals and hearings, and program integrity (See A.2.3).		6	
	C.3.	Proposed Solution Fit (Functional and Technical Requirements): a. Demonstrate the fit/gap of your proposed solution by completing Attachments H (Functional Requirements) and I (Technical Requirements) according to the instructions		8	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		b. Provide a narrative summarizing how well your solution meets the requirements out-of-the-box and the level of effort needed to configure/modify it to meet all requirements. c. If there are requirements where your solution cannot meet the requirement, explain the alternative solution as indicated in your response to Attachments H and I.			
	C.4.	Section A.1.3. – Ownership/Rights/Licensure: Provide a statement of the Respondent's understanding and agreement to the information listed in this section.		1	
	C.5	Sections A.3. – General Project Requirements: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in Attachment 6.6 Section A.3. Confirm that the Respondent understands and will adhere to the Deliverables review and approval process (A.3.2)		1	
	C.6	Sections A.4. – State Roles and Responsibilities: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in Attachment A.4. At a minimum, describe how the Respondent will work with the State's governance entities and other State teams (A.4.1. and A.4.2).		1	
	C.7	Section A.5. – Gate Reviews: Provide a narrative that illustrates the Respondent's understanding of the Gate Review requirements. At a minimum, include: <ul style="list-style-type: none"> Specific prior experience with similar post UAT and post Pilot Implementation Gate Reviews with state and federal entities, including FNS and Go/No-Go Decision Document support (A.5.1 and A.5.2) 		2	
	C.8	Section A.6. – SDLC Approach: Provide a narrative that describes the Respondent's SDLC approach. Note that TDHS is not prescribing a specific SDLC methodology (e.g., waterfall, agile, hybrid, etc.) for the DDI activities. Please propose a methodology which best meets the needs of TDHS based on the Respondent's experience with similar projects and environments. Additionally, the response should at a minimum: <ol style="list-style-type: none"> Provide a narrative that describes how the Respondent will incorporate the practices listed in this section and how it will provide the best service to the State. Describe how the Respondent has applied this SDLC methodology in other projects. Explain the lessons learned and best practices the Respondent has gathered from applying this SDLC methodology elsewhere. 		2	
	C.9	Section A.7. DDI Phases, Deliverables, and Payment		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>Milestones: Provide a narrative that illustrates the Respondent's understanding of this section. At a minimum, the response should:</p> <ul style="list-style-type: none"> a. Explain how the Respondent's SDLC methodology will be applied for the DDI phases and listed Deliverables. Include the proposed release strategy. b. Confirm the Respondent's understanding of the Payment Milestones in Attachment 6.6 Section A.7.2. c. Describe if the Respondent has any equivalent Deliverables to propose in place of the Deliverables listed in Attachment 6.6 Section A.7.3. Include an explanation of how each equivalent differs from the Deliverable and the justification for using each equivalent. 			
	C.10	<p>Section A.8. – Change Orders: Provide a narrative that illustrates the Respondent's understanding of this section. At minimum, include:</p> <ul style="list-style-type: none"> • The Respondent's understanding of the Change Order process • The Respondent's understanding of changes the Contractor is expected to deliver at no additional cost to the State (A.8.2) 		2	
	C.11	<p>Section A.9. – Project Initiation & Planning: Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives in accordance with the Project Schedule. The narrative must illustrate the Respondent's understanding of the requirements documented in Attachment 6.6 Sections A.9.</p> <p>At minimum, include:</p> <ul style="list-style-type: none"> • Confirmation that the Respondent understands the project kickoff requirements and Project Approach document • A proposed Project Schedule that includes all Payment Milestones and associated Deliverables, including State review time periods for draft and final Deliverables • All assumptions and constraints that support the Project Schedule and project risks, as well as proposed steps to mitigate those risks as required to complete the DDI work within the requested time frame 		2	
	C.12	<p>Sections A.10., A.11., A.12 - Project Management Plan (PMP) and Planning Deliverables, and Documentation and Repository. Provide a narrative that illustrates the Respondent's understanding of the requirements documented in these sections. In addition to addressing all</p>		2	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>subsections, include:</p> <ul style="list-style-type: none"> a. An outline of the PMP (A.10.) b. All proposed tools required to support the Respondent's PMP and approach to the PMP (A.10.) c. All anticipated resources (staff, equipment, facilities, etc.) the Respondent has assumed will be provided by the State during the Contract (A.10.) d. Respondent's approach to all planning Deliverables, including examples if available (A.11.) e. A narrative that illustrates how the Respondent will meet the documentation and repository requirements. Explain what tools the Respondent proposes to use for the repository, if not the TDHS current software standard of Microsoft SharePoint (A.12) f. A description of how the Respondent will meet the project status reporting requirements. (A.12.3) g. Include a sample project status report that is similar to the State's requirements. (A.12.3) 			
	C.13	Section A.13. – Establishment of Solution in Sandbox Environment: Provide a description of how the Respondent will meet the requirements documented in this section.		2	
	C.14	Section A.14 and A.15. – Documentation Review and Requirements Validation: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section including but not limited to: <ul style="list-style-type: none"> a. Approach to reviewing available documentation and validating the requirements from the 2017-18 ESM feasibility study b. How the Respondent will develop the Gap Analysis Report, Requirements Definition Document, Functional and Technical Requirements Traceability Matrices. Provide past examples of documents the Respondent has developed similar to the listed Deliverables for this section. Sensitive information can be redacted. 		4	
	C.15	Section A.16. – System Design: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section, including but not limited to: <ul style="list-style-type: none"> a. The Respondent's overall design approach b. The Respondent's approach to develop each System design deliverable c. The Respondent's strategy for supporting the State's Architecture Team in developing and maintaining the System Architecture Design and Technical Environment 		6	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		and Infrastructure Design d. Provide past examples of reports the Respondent has developed (A.16.2). Sensitive information can be redacted.			
	C.16	Section A.17. – System Development: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section, including but not limited to: <ul style="list-style-type: none"> • Collaboration strategies with the State and other stakeholders • Evidence of the past ability to complete a system development of this size and scope • Approach to meeting all security requirements (see also E.8) 		6	
	C.17	Section A.18. – Testing: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section. In addition to addressing all subsections, include: <ul style="list-style-type: none"> • The approach to each testing cycle • How the Respondent will manage testing resources • The Respondent's approach to Defect resolution • How the Respondent proposes to conduct testing for the Pilot Implementation • How the Respondent proposes to conduct testing for the Statewide implementation • How the Respondent intends to support Disaster Recovery testing (see also E.10) • The Respondent's proposed defect tracking tool. If the proposed tool is different from the State's preferred Test Defect tracking tool, explain why it would be advantageous to the State. • The Respondent's approach to facilitating needed Federal reviews 		5	
	C.18	Section A.19. – Data Conversion and Migration: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section. In addition to addressing all subsections, include: <ul style="list-style-type: none"> a. A description of the Respondent's proposed data conversion, data cleanup, and data migration approaches b. Relevant experience, including lessons learned, from previous data conversions, cleanups, and migrations 		4	
	C.19	Section A.20, E.8 – User Account Management;		1	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Contractor Hosted Services, Confidential Data, Audit, and Other Requirements: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in these sections			
	C.20	Section A.21. – Pilot Implementation: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section, including but not limited to: <ul style="list-style-type: none"> a. The Respondent's proposed approach to the Pilot Implementation based on their experience and the information in this RFP and why this approach has been selected. b. Descriptions of prior pilot implementations of similar systems and the lessons learned and best practices from those experiences that the Respondent will bring to the Contract 		6	
	C.21	Section A.22 and A.23. – Statewide Implementation and Benefit Payment Accuracy: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in these sections, including but not limited to: <ul style="list-style-type: none"> a. The Respondent's proposed approach to the Statewide Implementation based on their experience and the information in this RFP and why this approach has been selected. b. Descriptions of prior statewide implementations of similar systems and the lessons learned and best practices from those experiences that the Respondent will bring to the Contract c. Approach to ensuring a successful implementation with no reduction in benefit payment accuracy (see A.23) d. A sample Operations Manual from one of the Respondent's previous projects 		7	
	C.22	Section A.24. – Organizational Change Management (OCM): Describe the Respondent's proposed OCM methodology and approach and how it will fulfill the State's requirements while minimizing the disruption to the organization during the implementation of the ESM. In addition to addressing all subsections, include: <ul style="list-style-type: none"> • The qualifications of the proposed OCM Lead • A list of key communication methodologies, including a description of how the Respondent proposes to ensure all stakeholders receive project information in a timely manner • Descriptions of prior OCM experience of a similar nature and the lessons learned and best practices from those experiences that the Respondent will bring to the 		2	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Contract			
	C.23	Section A.25. –Training and Knowledge Transfer: Describe the Respondent's approach to developing and delivering a comprehensive Training Plan and Knowledge Transfer Plan and providing resources sufficient to support all training activities. In addition to addressing all subsections, include: <ul style="list-style-type: none"> An outline of the Respondent's proposed Training and Knowledge Transfer Plan, including a detailed description of the Training and Knowledge Transfer methodology How the Respondent will work with TMLD Sample training and knowledge transfer materials from projects of a similar scope 		3	
	C.24	Section A.26 – Federal Requirements and Reviews: Provide a narrative that illustrates how the Respondent will meet all Federal requirements and how the Respondent will support the State in all Federal reviews.		1	
	C.25	Section A.27. – Maintenance and Operations (M&O): Describe the Respondent's approach to performing M&O services as described in this section. In addition to addressing <u>all subsections</u> , include: <ul style="list-style-type: none"> The approach you will take to Stabilization M&O and Steady State M&O, including differences in operational approach, responsibilities, staff, etc. All proposed tools to support the M&O activities An outline of the Respondent's proposed M&O Plan An outline of the Respondent's proposed Account Management plan (see A.20 and A.27.2.2) How the Respondent will meet the response and resolution times for incidents reported to the Tier 2 and 3 help desk. Descriptions of prior M&O experience for a similar system and the lessons learned and best practices from those experiences that the Respondent will bring to the Contract 		5	
	C.26	Section A.28. – Project Turnover: Describe the Respondent's approach to performing project turnover responsibilities as described in this section. In addition to addressing all subsections, include: <ul style="list-style-type: none"> An outline of the Respondent's proposed Turnover plan A description of the Respondent's proposed activities to ensure that services are turned over smoothly without any adverse effects on the State, its customers, or other stakeholders. Include a timeline of those activities. 		2	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.27	<p>Section A.29. – Project Staffing: Describe the Respondent's approach to Project Staffing as described in this section, supplementing the information provided in RFP Attachment 6.2 – Section B. In addition to addressing all subsections:</p> <ul style="list-style-type: none"> • An organization chart for the proposed staff • Description of how issues, risks, and project developments will be communicated to the State Project Director and relevant State personnel • Detailed description of the roles and responsibilities of Key Personnel, placing emphasis on how the skills and expertise of each member qualify them to perform their proposed roles and responsibilities. • Clearly explain the relevant experience of each member on the proposed team. For each qualification listed in the Key Personnel table of Contract Section A.29.1.7, be clear about how each person's experience meets the qualification. • Include any prior projects the proposed team has worked on together 		6	
	C.28	Section A.31. – Contractor's Facility: Describe the Respondent's approach to meeting the Contractor's Facility requirements described in this section.		1	
	C.31	Section A.32. – Performance Measures: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section, including how the Respondent proposes to meet or exceed the performance targets.		1	
	C.32	Section A.34. – Warranty: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section.		1	
	C.33	Section A.33, A.35, A.36. – Illicit Code and Inspection and Acceptance: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in these sections.		1	
	C.34	<p>RFP Attachment 6.7 – System Technical Infrastructure Assessment: Submit final versions of the following tables:</p> <ul style="list-style-type: none"> • RFP Attachment 6.7, Section 6.7.8.2, Exception Requests to State Standards • RFP Attachment 6.7, Section 6.7.9.2, Additional Required State-Standard Hardware/Software <p>The above tables must include all final revised quantities of the hardware/software that the vendor is proposing to support the Eligibility and Benefits Management System.</p>		1	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>In addition, provide a narrative that illustrates how the Respondent will provide the services required by this Contract compliant with the technical environment described by the State Enterprise Technology Architecture Standard. See RFP Attachment 6.6 Pro Forma Contract Attachment D.</p> <p>In addition, describe in detail the technical architecture of the Eligibility and Benefits Management System. Included in this description shall be an overall architecture block diagram and a detailed description of each major architecture component and its role in the overall function of the system. Include and identify all third-party software. Also describe any use of technology in the proposed architecture which will be different than Respondent's other previous installations. Also, given the provisions of RFP ATTACHMENT 6.6 PRO FORMA CONTRACT, section A.1.3, provide a list of all components within the Eligibility and Benefits Management System for which you cannot provide computer source code.</p>			
	C.35	Provide a narrative that describes how the System will have Response time averaging two (2) seconds or better, and never more than three (3) second response time, for all online activities, unless the State specifically agrees to waive this response time metric. Response time is defined as the amount of time between pressing the RETURN or ENTER key or depressing a mouse button and receiving a data-driven response on the screen, i.e., not just a message or indicator that a response is forthcoming.		1	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
<div style="display: flex; justify-content: space-between;"> <div> Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div> X 45 <i>(maximum possible score)</i> </div> <div> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.2. — SECTION D**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:			
Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
Present an overview to represent the Respondent's understanding of the State's requirements and project schedule.		15	
Present an overview of the Respondent's approach to ensure project deliverables are completed successfully and on time.		15	
Describe the Respondent and the proposed team's experience and qualifications to successfully execute the scope of this project. Include a focus on all Key Personnel.		15	
Present at least one project from the last four years that is similar in scope and discuss the Respondent's role, best practices, lessons learned, and any risk mitigation strategies. The project must be from one identified in Respondent's response to Attachment 6.2, Section A.7.		15	
Present a demonstration of your proposed System, indicating how the proposed System meets all requirements described in this Contract. A list of demonstration areas will be shared with Respondents invited to conduct an oral presentation.		40	
Total Raw Weighted Score <i>(sum of Raw Weighted Scores above):</i> The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{total raw weighted score}}{\text{maximum possible raw weighted score}} \times 10 = \text{SCORE:}$ <i>(i.e., 5 x the sum of item weights above) (maximum section score)</i>			
State Use – Evaluator Identification:			
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.2. — SECTION E (continued)**RFP ATTACHMENT 6.2 – SECTION E****SYSTEM INFRASTRUCTURE IMPACT (“SII”)**

With the exception of non-State-standard hardware and software, the State will purchase all hardware and software required to implement/operate the Eligibility and Benefits Management Solution. In this Evaluation Guide section, the State will evaluate the impact to the State’s System Infrastructure by the Respondent’s required System infrastructure to implement/operate the Eligibility and Benefits Management Solution. In order to assess this impact, the State has developed the System Infrastructure Impact (SII) Worksheet that lists the major, “big ticket” items from the State of Tennessee: Enterprise Technology Architecture (the “Architecture”).

Please see the separate Excel Spreadsheet “**RFP #34501-13219 Attachment 6.2 Section E – Eligibility and Benefits Management System Infrastructure Impact (SII) Worksheet.**”

The Respondent will enter into the worksheet the quantities of the necessary items for proposed System implementation/operation. The State has assigned point values to each of these items, based upon the impact the State’s purchase of these items will have on the State’s System Infrastructure. The points assigned are based on the cost of the products to the State. The larger the sum of the points for all required items, the lower the score the Respondent will receive on Section E

In the event that the vendor misrepresents, intentionally or unintentionally, the quantities of infrastructure items required, then the vendor must reimburse the State for the cost of the additional line items, with some exceptions, as described in pro forma Contract Section C.4.

The Solicitation Coordinator will, using the scoring values given in the SII Worksheet, determine the SII Evaluation Raw Score. This Evaluation Score will then be entered into the formula at the bottom of the worksheet table to yield the SII final score for each Respondent.

The performance requirements and sizing parameters for each required environment are as follows:

	Development	Test	QA	Training	Production	Disaster Recovery
Response Time	Max three (3) second response time	Max three (3) second response time	Max three (3) second response time	Max three (3) second response time	Max three (3) second response time	Max three (3) second response time
Daily Transactions	300,000	1,000,000	1,000,000	300,000	2,000,000	2,000,000
# of Records *	375,000	750,000	750,000	375,000	1,510,000	1,510,000
Users **	200	1,250	1,250	2,500	2,500	2,500

*# Records Estimate includes # Active FA Assistance Groups, # Active Claims Cases, # Active Appeals Cases

** Estimated user count; currently 16,000 user roles for internal staff exist across multiple systems

Please see Worksheet Considerations below:

Worksheet Considerations

1. Respondents are cautioned to pay careful attention to the basic unit of the item in question.
2. The Respondent should be aware of and enter requirements for **each** of the required environments: Production (Prod.), Test, Development (Dev.), Quality Assurance (QA), and User Acceptance Testing (UAT). If an environment is not required for the proposal, the respondent shall enter zeros for that environment.
3. The quantities entered must reflect quantities projected by the vendor to be required over the **entire** term of the Contract, given in pro forma Contract Section B, based on the requirements, volumes, number of users, etc. provided by the State in the RFP. **These projections are firm for the life of the Contract.** The State will hold the vendor to these projections, and, provided that the State does not substantially change requirements, volumes, number of users, etc., the Vendor will be financially responsible for any failures to accurately estimate the hardware/software requirements of the proposed Solution, with some exceptions. (See pro forma Contract Section C.4.)
4. The Respondent should be careful to ensure that quantities in each section of the worksheet are correct for the proposed solution. In the event that the Respondent does not ensure accuracy and consistency in the Worksheet

sections and the oversight results in additional cost to the State, the Vendor **shall be** financially responsible for the cost of any additional hardware/software required for the proposed Solution. (See pro forma Contract Section C.4.)

5. A Respondent may choose to use virtual servers in any of the environments to support the Respondent's System design. Due to similarity in cost between actual and virtual guest servers as they are implemented in the State's data center, the Server Levels and specifications detailed in the Worksheet are intended to apply to both actual and virtual guest servers. Therefore the Respondent will enter into the table the exact numbers of actual or virtual guest servers required for the Respondent's Solution.
6. The Respondent must enter quantities or zeroes for **all** environments specified on the SII Worksheet.
7. The points associated with each row are **not** indicative of the State's preference for a technology. Rather, the points reflect the impact to the State's purchase of an item. So a higher point value denotes that it is more costly to the State.
8. Shared Hardware
 - a. Shared hardware support must be kept within a single non-production environment. For example, the UAT environment may not share the same database server as the Production environment, because they are different environments.
 - b. Virtual machines cannot be logically associated across different environments. For example, a single server may not house application servers for Development and Training, because they are different environments.
 - c. A single server may be divided across multiple functions within a single environment. For example, the Training environment's application server and database server may be located on a single server.

If during the Written "Questions & Comments" period, the State determines that requested Hardware/software is of sufficient impact to the State Infrastructure, the SII Worksheet Table will be revised accordingly and published with the State's responses to Written "Questions & Comments."

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE****NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, included as RFP Attachment 6.3.1, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred eighty (180) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

Respondents shall complete RFP Attachment 6.3.1, the Cost Proposal Template Excel spreadsheet. The Cost Proposal Template Excel spreadsheet contains cells for all proposed rates, hours, and assumptions for each DDI Payment Milestone and all M&O services in this Contract. Instructions for completing the Cost Proposal Template spreadsheet are contained in the Instructions tab and in each individual tab. Summary results from the Cost Proposal Template spreadsheet, are entered into the summary Cost Proposal table below for purposes of Cost Proposal evaluation.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below and in the Cost Proposal Excel files Attachment 6.3.1, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
"Total NTE Cost (Initial Term)" (from Summary tab of Attachment 6.3.1)	\$ Number	1	
EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals <div style="display: flex; justify-content: space-between; align-items: center;"> <div> $\frac{\text{evaluation cost amount being evaluated}}{\text{evaluation cost amount being evaluated}} \times 20$ </div> <div> = SCORE: </div> </div>			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 34501-13219 REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT: RESPONDENT NAME** (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

RFP # 34501-13219 REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

RFP # 34501-13219 REFERENCE QUESTIONNAIRE — PAGE 3

- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

SCORE SUMMARY MATRIX

	RESPONDENT NAME	RESPONDENT NAME	RESPONDENT NAME
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
	AVERAGE:	AVERAGE:	AVERAGE:
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 45)			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
	AVERAGE:	AVERAGE:	AVERAGE:
ORAL PRESENTATION (maximum: 10)			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
	AVERAGE:	AVERAGE:	AVERAGE:
SYSTEM INFRASTRUCTURE IMPACT (maximum: 5)	SCORE:	SCORE:	SCORE:
COST PROPOSAL (maximum: 20)	SCORE:	SCORE:	SCORE:
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)			

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 34501-13219 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Human Services ("TDHS" or "State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of an Eligibility and Benefits Management System ("System"), as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

A.1. The Contractor shall provide all goods or services and Deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.1.1 Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. Account Management Plan shall mean a plan that includes structure, planning and procedures to maintain and implement account management infrastructure or middleware on which the System will run.
- b. Administration for Children and Families ("ACF") shall mean a division of the Department of Health & Human Services that promotes the economic and social well-being of families, children, individuals, and communities.
- c. Appeals and Hearings refers to the Division of Appeals and Hearings, which impartially resolves disputes between TDHS and its customer.
- d. Appeals Resolution Tracking System ("ARTS") shall mean the TDHS system that tracks appeals filed by individuals who are dissatisfied with any action or inaction when applying for or receiving services in any program administered by TDHS. Appeals filed are tracked from inception through resolution.
- e. Application Lifecycle Management Tool shall mean a comprehensive development tool for managing a product or application from conception, requirements, development and operations, regardless of project management method.
- d. Application Programming Interface ("API") shall mean a set of routines, protocols, and tools for building software applications. An API specifies how software components should interact.
- e. Architectural System Design shall mean a document that defines a collection of hardware and software components and their interfaces to establish the framework for the development of a system.
- f. Architecture Design Documents shall mean documents which include the Architectural System Design, interface design, and database design. It specifies the working relations between all the parts for systems in terms of their characteristic actions.

- g. Automated Client Certification and Eligibility Network for Tennessee ("ACCENT") shall mean the existing system based on legacy mainframe technologies that supports eligibility processing for FA.
- h. Benefit Payment Accuracy Report shall mean a report which analyzes the benefits match rate of both recipient and amount between benefits to be paid by the new System and benefits that would have been paid out of the Legacy System, using a representative data sample.
- i. Business Activity Monitoring ("BAM") shall mean an activity of using processes and tools that enhance situation awareness and enable analysis of critical business performance indicators based on real-time data.
- j. Business Process Analysis shall mean an analysis comprised of workflows and use cases that depict the desired future state in order to provide the foundation for developing functional requirements, which will define the capabilities of the future state system and provide technology partners, internal or external, with the context regarding the functional requirements.
- k. Business Rules Engine shall mean a specific collection of design-time and runtime software that enables an enterprise to explicitly define, analyze, execute, audit and maintain a wide variety of business logic, collectively referred to as "rules." A business rules engine enables IT and/or business staff to define rules using decision trees, decision tables, pseudo-natural language, programming-like code or other representation techniques.
- l. Capacity Plan shall mean a document used to manage the resources required to deliver IT services. The plan contains scenarios for different predictions of business demand, and options with cost estimates to deliver the agreed service level targets.
- m. Change Control Board shall mean a group responsible for reviewing, evaluating, approving, delaying, or rejecting changes to the project.
- n. Change Order Process shall mean the process used by Change Control Board to review, evaluate, approve, delay or reject changes to a system.
- o. Change Impact Action Plans shall mean a plan that provides details of how a change affects stakeholders and how to engage and prepare stakeholders for a change (e.g., a system implementation).
- p. Change Management Plan shall mean a plan which defines processes and procedures to manage and control changes.
- q. Change Request shall mean a document containing a call for an adjustment of the system; it is a part of the change management process. A change request is declarative, i.e. it states what needs to be accomplished, but leaves out how the change should be carried out.
- r. Claims Online Tracking System ("COTS") shall mean the TDHS system that tracks all FA benefit overpayment claims. The system is primarily used to capture specific information about the claim including recipient information, overpayment periods and amounts, classification, accounting and payments, and associating notes or narratives.
- s. Commercial Off- the-Shelf shall mean a packaged application which is adapted to satisfy the needs of the purchasing organization, rather (an alternative is the commissioning of custom- made product or application).
- t. Common Weakness Enumeration ("CWE") shall mean a community-developed list of common software security weaknesses. It serves as a common language, a measuring stick for software security tools, and as a baseline for weakness identification, mitigation, and

prevention efforts.

u. Complete and Final Test Plan is a summary of the Comprehensive Test Plan required by FNS that demonstrates that all requirements will be met.

v. Comprehensive Test Plan shall mean a document that describes the objectives, scope, approach, and focus of a software testing effort.

w. Contingency Plan shall mean a plan devised for an outcome other than in the usual (expected) plan. It is often used for risk management when an exceptional risk that, though unlikely, would have catastrophic consequences.

x. Controlled Correspondence Document shall mean a document that tracks and records requests for decisions and/or information, and the subsequent response to those requests.

y. Corrective Action Plans ("CAP") shall mean a plan of action that is developed to achieve targeted outcomes for resolution of identified errors in an effort to: 1) identify the most cost-effective actions that can be implemented to correct error causes 2) develop and implement a plan of action to improve processes or methods so that outcomes are more effective and efficient 3) Achieve measurable improvement in the highest priority areas 4) Eliminate repeated deficient practices.

z. Critical Path shall mean the sequences of project network activities which add up to the longest overall duration, regardless if that longest duration has delays or not. This determines the shortest time possible to complete the project.

aa. Data Cleanup Plan shall mean a plan to set the process of detecting and correcting (or removing) corrupt or inaccurate records from a record set, table, or database and refers to identifying incomplete, incorrect, inaccurate or irrelevant parts of the data and then replacing, modifying, or deleting the dirty or coarse data.

bb. Data Conversion Plan shall mean a plan outlining the strategy, requirements, schedule and validation process for transfer of the data/records to the new System and related data conversion activities.

cc. Data Migration Plan shall mean a plan for the process of transferring data between computer storage types or file formats. It is a key consideration for system implementation, upgrade, or consolidation.

dd. Deliverable shall mean a specific work product or component that must be submitted to TDHS for the Contractor according to Contract.

ee. Deliverable Expectation Document ("DED") shall mean a document that governs the contents of the Deliverable for each version of the Deliverable, enumerates TDHS' expectations and acceptance criteria, and outlines what is to be included in the Deliverable by the Contractor.

ff. Disaster Recovery and Business Continuity Plan shall mean a plan that describes the strategy and organized course of action that is to be taken in unexpected circumstances or if there is a loss of use of the established business product (e.g., system) due to a disaster such as a flood, fire, computer virus, or major failure. The Business Continuity and Disaster Recovery Plan describes the strategy for ensuring recovery of the business product in accordance with stated Recovery Time Objective and Recovery Point Objectives.

gg. Electronic Disqualification Recipient System ("EDRS") shall mean a data interface between the Federal Government and FNS which contains information regarding internal program violations in SNAP.

hh. Eligibility and Benefits Management System shall mean the system ("System"), for which the Contractor provides design, development, and implementation to meet the requirements of this Contract and the needs of the Family Assistance Program.

ii. End User Training Evaluation Report shall mean a report used to assess effectiveness of realized training program related to the preparation and implementation of projects.

jj. Enterprise Content Management ("ECM") shall mean a collection of application and platform capabilities used to create, store, distribute, discover, archive and manage unstructured content (such as scanned documents, email, reports, images and office documents), and ultimately analyze usage to enable TDHS to deliver relevant content to users where and when they need it.

kk. Enterprise Integration Platform ("EIP") shall mean a Service-Oriented Architecture ("SOA") foundation based on standardized technology infrastructure components and interoperable technical and business services. The System and other ESM Solution components will be integrated through the EIP.

ll. Enterprise Learning Management ("ELM") shall mean an Oracle PeopleSoft product, is an integrated application that helps improves workforce knowledge, skills, and abilities.

mm. Enterprise Master Person Index ("EMPI") shall mean a database that is used across the Enterprise to maintain consistent, accurate and current demographic and essential data on the customers served and managed within its various departments.

nn. Enterprise Service Bus ("ESB") shall mean a set of communication principles and rules between mutually interacting software applications in a SOA.

oo. Enterprise Technology Architecture shall mean a document that defines how reusable standards, guidelines, individual parts and configurations that are technology-related (technical domains) should be reused to provide infrastructure services via technical domains.

pp. ESM Solution shall mean TDHS' multi-year endeavor to modernize or replace several key Legacy Systems supporting TDHS core program areas.

qq. Executive Status Reports shall mean a weekly report, in a TDHS-approved format, submitted to the State Project Director which provides updates on the overall status of the Contract and any other applicable information at the request of TDHS for an executive audience.

rr. Executive Steering Committee ("ESC") shall mean a leadership group responsible for supporting project implementation on the executive level. These responsibilities include reviewing/resolving project issues not resolved at lower levels and providing advice and insight into project management issues; reviewing/resolving change management issues not resolved by the State project staff; and reviewing/supporting the resolution of contract management issues not resolved by the State Project Director.

ss. Family Assistance ("FA") shall mean the organizational unit of TDHS managing family-related Programs including SNAP and TANF (Families First).

tt. Food and Nutrition Service ("FNS") shall mean the agency of the United States Department of Agriculture ("USDA"), responsible for administering the domestic nutrition assistance programs (e.g., SNAP).

uu. Functional Requirements Traceability Matrix shall mean a document that captures the functional requirements for an application and link them to other documents like the high-level design, detailed design, test plan, and test cases.

vv. Gap Analysis Report shall mean a report of what gaps exist between requirements and the product or application provided by the Contractor.

ww. Gate Review shall mean a point in a project during which the project team reviews progress/results and must decide whether to move forward to the next phase of the project. A Gate Review may occur at any logical phase of a project but become increasingly important based upon how far into the SDLC a project is. These points allow the project team time to analyze the current state of the project, including documentation, business needs, unresolved

xx. Go/No-Go Assessment shall mean an evaluation of risk and implementation criteria for a Go/No-Go Decision document and Gate Review.

yy. Go/No-Go Decision shall mean a specific point at which a decision to move forward with a course of action ("Go") or stop a course of action ("No-Go") is made.

zz. Go/No-Go Decision Documents shall mean the documentation required detailing a point at which a decision to continue or stop a course of action is made. If a decision is made to "Go", this denotes that the solution conforms to the documented specifications.

aaa. Independent Verification and Validation ("IV&V") shall mean Verification & Validation done by a third-party organization not involved in the development of the product.

bbb. Integration Testing shall mean the phase of the System Development Lifecycle in which application programs or modules that were separately developed and tested are brought together and operated as a single application. The objective of integration testing is to ensure that all elements of an application function correctly according to specifications and defined requirements as a single entity. Integration testing ensures that data and output from one program or module that function as input to or is used by another program or module are correctly processed.

ccc. Joint Application Design ("JAD") shall mean a development methodology originally used for designing a computer-based applications but can be applied to any development process. It involves continuous interaction with the users and different designers of the application in development.

ddd. Key Personnel shall mean Contractor personnel deemed by TDHS to be essential to the Contractor's satisfactory performance of the requirements contained in the Contract.

eee. Legacy System shall mean any outdated or obsolete technology, computer program, or application, including those applications currently providing functionality for the Family Assistance program.

fff. Lessons Learned Report shall mean a report of experiences distilled from the various components of the System that should be actively taken into account in future phases.

ggg. Maintenance and Operations ("M&O") shall mean a collection of activities needed to keep System viable once it has been fully implemented (e.g., troubleshooting, installing fixes and patches, running a help desk).

hhh. Master Data Management ("MDM") shall mean a technology-enabled discipline in which business and information technology work together to ensure the uniformity, accuracy, stewardship, semantic consistency and accountability of the State's official shared master data assets. Master data is the consistent and uniform set of identifiers and extended attributes that

describes the core entities of the enterprise including customers, prospects, citizens, suppliers, sites, hierarchies and chart of accounts.

iii. Non-Disclosure Agreement(s) (“NDAs”) shall mean a legal contract that outlines confidential material, knowledge, or information that Parties wish to share with one another for certain purposes but wish to restrict access to or by third parties.

jjj. OCM Plan shall mean a plan which outlines the methodology to be used in the planning, development, assessment, and execution of changes and stakeholder awareness of the changes that will roll out with the System and the Contract.

kkk. Office of Family Assistance (“OFA”) shall mean an Administration for Children and Families division that administers several key federal grant programs, including TANF, Tribal programs, Healthy Marriage and Responsible Fatherhood, and Health Profession Opportunity Grants.

lll. On-Site shall mean the requirement for an individual to be physically present at a State facility in Nashville, TN.

mmm. Organizational Change Management (“OCM”) shall mean a framework for managing the effect of new business processes, changes in organizational structure or cultural changes within an enterprise. OCM addresses the people side of change management.

nnn. Payment Milestone shall mean a payment point for the completion of a defined group of DDI Deliverables.

ooo. Performance Target shall mean a minimum level of performance against a measure (e.g., response time) that the Contractor must meet to be considered compliant.

ppp. Pilot Implementation shall mean the phase of the SDLC in which a fully functional prototype of the System is tested in a live environment before it is rolled out and implemented Statewide. The design of the pilot must provide the opportunity to test all components of the System as well as the data conversion process and System’s performance.

qqq. Program Integrity shall mean a division of TDHS that helps TDHS customers receive all benefits to which they are entitled, while enhancing the integrity of the System.

rrr. Project Approach Document shall mean a document developed by the Contractor after a project kickoff meeting that provides information on how the Contractor will complete the requirements in the Contract.

sss. Project Management Office (“PMO”) shall mean a group or department within TDHS that is responsible for the process of managing several related projects (the System), often with the intention of improving an organization’s performance.

ttt. Project Management Plan (“PMP”) shall mean a formal, approved document used to manage project execution. The PMP documents the actions necessary to define, prepare, integrate, and coordinate the various planning activities. The PMP defines how the project is executed, monitored and controlled, and closed.

uuu. Project Repository shall mean a centralized location on TDHS’ network where contractor maintains documentation related to this project) during the Term of this Contract (or other period following termination of the Contract as required pursuant to Contract Section E.18) in accordance with the document management and retention policies specified by TDHS.

vvv. Project Schedule shall mean a formal, approved document in Microsoft Project format used to track project tasks, Deliverables, milestones, dependencies, and resources to ensure accurate project status reporting.

www. Project Status Report shall mean a weekly report, in a TDHS-approved format, submitted to the State Project Director which provides updates on the status of the Contractor's work and any other applicable information at the request of the State.

xxx. Quality Assurance shall mean a planned and systematic set of actions to provide adequate confidence that work products and the processes used to produce them conform to established requirements.

yyy. Release Plan shall mean a plan that is included in overall PMP which plans out the releases of the System into a production environment.

zzz. Requirements Definition Document shall mean a document that defines the relevant operational, performance, application, and architectural requirements of the System.

aaaa. Retainage shall mean a portion of the agreed upon contract price deliberately withheld until a milestone or criteria is met.

bbbb. Risk Assessment shall mean the determination of quantitative or qualitative estimate of risk related to a well-defined situation and a recognized threat (also called hazard). Quantitative risk assessment requires calculations of two components of risk (R): the magnitude of the potential loss (L), and the probability (p) that the loss will occur. An acceptable risk is a risk that is understood and tolerated usually because the cost or difficulty of implementing an effective countermeasure for the associated vulnerability exceeds the expectation of loss.

cccc. Root Cause Analysis shall mean a method of problem solving that tries to identify the root causes of faults or problems. A root cause is a cause that once removed from the problem fault sequence, prevents the final undesirable event from recurring.

dddd. SDLC Plan shall mean a plan that describes a process for planning, creating, testing, and deploying an information application.

eeee. Security Plan shall mean a plan of the security and interface requirements to be employed and the failure and disaster recovery/business contingency procedures available to be implemented. It includes the approach for ensuring the physical, electronic, and operational security of the System, including hardware, software, data, communications, facilities, and goods.

ffff. Service-Oriented Architecture ("SOA") shall mean a design paradigm and discipline that helps information technology meet business demands. SOA reduces redundancy and increases usability, maintainability and value. This produces interoperable, modular applications and programs that are easier to use and maintain.

gggg. Single Sign-On ("SSO") shall mean an authentication process that allows a user to access multiple applications with one set of login credentials.

hhhh. Software Design Package shall mean a software planning and design work product created by the State solution architecture team in consultation with TDHS and the Contractor. This package describes infrastructure requirements, data classifications, disaster recovery & high availability information and kept up to date during the course of the project.

iii. Stabilization M&O shall mean the stage of M&O for this Contract that begins ~~six (6) months~~ immediately after Statewide Implementation in which the Contractor corrects all known issues and ensures there are no outstanding security incidents.

jjjj. Staffing Tracker shall mean a document provided by the Contractor to TDHS on a quarterly basis or upon request that summarizes the Contractor's initial and ongoing resource needs for fulfilling Contract work as well as the Contractor's resource levels and assignments.

kkkk. Statewide Implementation shall mean the deployment of the new System for all TDHS offices in Tennessee.

llll. Statewide Implementation Plan shall mean the plan that describes how the System will be deployed Statewide.

mmmm. Steady State M&O shall mean the stage of M&O for this Contract that begins after the Stabilization M&O period.

nnnn. Strategic Technology Solutions ("STS") serves as the State central information processing organization and as a computer service bureau to State agencies.

oooo. Structured Query Language ("SQL") shall mean a relational data language that provides a consistent, English keyword-oriented set of facilities for query, data definition, data manipulation and data control. It is a programmed interface to relational database management applications.

pppp. Supplemental Nutrition Assistance Program ("SNAP") shall mean a program (formerly known as food stamps) that provides nutritional assistance benefits to children and families, the elderly, the disabled, unemployed and working families.

qqqq. SysAdmin Audit Network and Security ("SANS") shall mean an organization that specializes in information security and security management.

rrrr. System shall mean the Eligibility and Benefits Management System.

ssss. System Integration ("SI") shall mean the work needed for the ESM Solution to develop and manage the EIP.

tttt. System Integrity Review Tool ("SIRT") shall mean a SNAP System Integrity Review Tool used by State or Regional Office Staff to conduct the review by obtaining information prior to and during the on-site review.

uuuu. System of Record / Reference shall mean an information storage application (commonly implemented on a computer application with database management) that is the authoritative data source for a given data element or piece of information.

vvvv. Systems Development Life Cycle ("SDLC") shall mean a process for planning, creating, testing, and deploying an information application.

www. Technical Environment and Infrastructure Design shall mean a document detailing specifications for all necessary hardware, software, and tools requested or required to support the appropriate number of technical environments to successfully implement the System without adversely impacting existing applications. Design includes detailed infrastructure requirements, disaster recovery planning specifications and other design elements.

xxxx. Technical Requirements Traceability Matrix shall mean a document that captures the technical requirements for the System and link them to other documents like the high-level design, detailed design, test plan, and test cases.

yyyy. Technical Staff M&O Knowledge Transfer Plan shall mean a plan to transfer technical staff knowledge from the Contractor to the State in preparation for the Contractor's turnover of all M&O support responsibilities as per the Contract.

zzzz. Technical Staff Knowledge Transfer Evaluation Report shall mean a report used to assess effectiveness of realized technical staff knowledge transfer.

aaaaa. Temporary Assistance for Needy Families ("TANF") program shall mean a Federally-funded program run by states that provides limited cash assistance to extremely low-income parents and their children.

bbbbb. TennCare shall mean an agency that oversees the healthcare related divisions of the Tennessee Department of Finance and Administration, including TennCare.

ccccc. Tennessee Business Solutions Methodology ("TBSM") shall mean a Tennessee project management methodology based on the principles of the Project Management Body of Knowledge ("PMBOK"®) and the Business Analysis Body of Knowledge ("BABOK"®).

dddd. Test Issue shall mean any deviation from specifications with the System, including without limitation failure of System's code to perform substantially as described in design documents developed and agreed upon by the parties, as discovered during testing activities.

eeee. Training and Knowledge Transfer Plan shall mean a plan provided by the Contractor that includes elements regarding proposed training and knowledge transfer methodology, activities to support this methodology, and the definition of user roles and profiles, among other elements.

ffff. Treasury Offset Program System ("TOP") shall mean a centralized offset program administered by the U.S. Department of the Treasury, Bureau of the Fiscal Service, to collect delinquent debts owed to federal agencies and states.

ggggg. Turnover Plan shall mean a document covering turnover to either TDHS or a successor contractor that addresses the transfer of the System and related documentation, including a proposed schedule, turnover activities, and transfer of inventories, code/logic, training materials, project artifacts, correspondence, and documentation of outstanding issues.

hhhhh. Unit Testing shall mean the phase of testing individual units or components in the software application to validate that each unit of the software performs as designed. The primary goal of unit testing is to take the smallest piece of testable software in the application, isolate it from the remainder of the code, and determine whether it behaves exactly as expected.

iiii. US Department of Health and Human Services shall mean a cabinet-level department of the U.S. federal government with the goal of protecting the health of all Americans and providing essential human services.

jjjjj. Use Case ("UC") shall mean a list of actions or event steps, defining the interactions between a role or actor and the System, to achieve a goal. The actor can be a human or other external program. Use Cases are defined at an early stage of functional decomposition.

kkkkk. User Acceptance Testing ("UAT") shall mean testing performed by the intended users of the software or System.

lllll. User Interface ("UI") shall mean a screen displayed on the user's device that allows the user to see and react to certain actions and questions required providing information to the System for eligibility determinations.

mmmmm. Work Breakdown Structure (“WBS”) shall mean a component of the Project Schedule that breaks down the total scope of Contract work into various activities necessary to achieve the completion of Deliverables and the project.

A.1.2 State Standards

The Contractor shall provide all services requested through this Contract within the context of the technical environment described by the State of Tennessee Enterprise Technology Architecture, available under an NDA, see RFP Attachment 6.8).

A.1.3 Ownership/Rights/Licensure

- A.1.3.1. State Ownership** - All Deliverables and modifications, in whole and in part, shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, the Contractor agrees to assign and hereby assigns all rights, title and interest, including but not limited to copyright, patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the State. The State shall own all right, title, and interest to the software and associated documentation, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work (in whatever form), that comprise the System as designed, developed or installed in accordance with the terms of this Contract. The Contractor shall take all actions necessary and transfer ownership of the Deliverables to the State, including, without limitation, any custom software in object and source code format and associated documentation, including all copyright, patent, trade secret, trademark and other intellectual property rights, on formal acceptance of each Deliverable and following final payment for each Deliverable.
- A.1.3.2. Ownership of Preexisting Products** - Contractor will retain all right, title and interest in and to all property developed by it: (1) for clients other than the State; and (2) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work prior to the Effective Date.
- A.1.3.3. Rights for Derivative Works** - The Contractor shall grant to the State and the Contractor shall require any subcontractor contributing to any Deliverable to grant to the State a royalty-free, worldwide, non-exclusive, perpetual, irrevocable, fully paid up right and license to use, copy, modify and prepare derivative works based on custom Deliverables, such modifications thereof, and derivative works.
- A.1.3.4. Licensing** - Contractor represents and warrants to the State that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to use of all Deliverables by the State and/or transfer of ownership to the State of all Deliverables, including any materials owned by third parties supplied or specified by it for incorporation in the Deliverables.
- A.1.3.5. Data Rights** – The State shall own all data in the System and shall have access to any and all data 24 hours/day, 7 days/week, 365 days/year without any impediment from the Contractor. The State shall have further access to the Contractor’s data schema, including the ability to submit queries against the Contractor’s data schema, upon request.
- A.1.3.6. Federal Compliance (Royalty Free Rights to Use Software or Documentation Developed)** – The Contractor shall comply with all applicable requirements under 2 CFR 200.315 Intangible property.

A.2. Project Overview

- A.2.1** The Contractor shall provide services for the design, development, and implementation (“DDI”) of a new FA Eligibility and Benefits Management System.
- A.2.2** The Contractor shall provide either: (1) a comprehensive Commercial Off- the-Shelf integrated SNAP and TANF eligibility and benefits management applications that can be configured, modified, or enhanced to support the requirements of the Contract; OR (2) a potential transfer application to be transferred from another state or local government entity to meet the requirements of the Contract. The proposed Commercial Off- the-Shelf or transfer application must have been fully operational in the twelve (12) months prior to MM/DD/YYYY and must have implemented with a go-live date within the sixty (60) months prior to MM/DD/YYYY. The Contractor shall not:
- a. Implement a custom-built solution;
 - b. Create a proprietary technology dependency for the State; or
 - c. Implement a solution based on mainframe technology.
- A.2.3** The Contractor shall ensure the System aligns with TDHS’ high-level System requirements as described below. The high-level System capabilities shall:
- a. Deliver the functionality detailed in all TDHS-approved requirements;
 - b. Provide a UI which is modifiable, flexible, and scalable to accommodate changing requirements;
 - c. Serves as the eligibility “system of record” providing users with consolidated, current, and historical FA program eligibility information.
 - d. Provide an interface allowing for a single point of entry for eligibility workers performing FA eligibility functions.
 - e. Include a comprehensive automated workflow that navigates users from task to task;
 - f. Streamlines data entry, eligibility determination, and tracking of household and customer information;
 - g. Manages enrollment and benefit issuance;
 - h. Manages benefits and appeals;
 - i. Manages scheduling and assignments;
 - j. Manage notices and alerts;
 - k. Facilitate accurate ad hoc data reporting in a timely manner;
 - l. Allow State users access to data extracts for State staff to conduct their own data analysis when needed;
 - m. Be mobile-friendly (i.e., a customer-facing website is easily accessible via mobile devices);
 - n. Provide an efficient and effective, customer-friendly experience which will permit F A customers (beneficiaries of TDHS’ programs) to, at a minimum, submit applications for services or benefits through an online application and renewal process, as well as report changes, get status updates, and manage their benefit accounts online. Scanned materials and verification documents will also be stored electronically with links to the electronic case record. Whenever possible, verification and validation of required information will be captured electronically through web-based services and updated automatically in the electronic case record;
 - o. Include multiple security levels utilizing user and role-based security and application access capabilities;
 - p. Include a configurable Business Rules Engine, including a validation mechanism to ensure the most accurate data is represented;
 - The Business Rules Engine shall be easily managed by non-technical staff, allowing the ability to implement, alter, and maintain business rules to support current and new programs and policy changes without the use of programming language.
 - The design shall incorporate modularity by TDHS program area so that business rules can be revised by individual TDHS program areas without impacting the rules of other TDHS programs areas.

- Note: TDHS may choose to use the System's rules engine for other ESM Solution components that utilize a rules engine (e.g., a new child support solution).

- q. Provide end-to-end secure interfaces and data exchanges with other applications and Legacy Systems (as listed in Appendix 5), State contractors, and State and federal agencies;
- r. Employ data verification match with automated interfaces in the eligibility determination process, such as FNS' Electronic Disqualified Recipient System (eDRS);
- s. Meet or exceed federal certification and performance standards as set forth in the FNS Handbook 901 and FNS' SIRT; and
- t. Align with and incorporate industry standards and legal requirements, including without limitation privacy and transaction standards; accessibility standards established under Section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities under the Americans with Disabilities Act; and compliance with federal civil rights laws.

A.2.4 The Contractor shall complete the DDI work within twenty-four (24) months of the Effective Date, unless otherwise agreed by the state. After the System is operational, there will be Stabilization period of up to one (1) year, during which the Contractor shall provide Stabilization maintenance and operations (M&O) services. The Contractor shall correct all known issues and ensure there are no outstanding security incidents before the Stabilization period shall be considered complete. Following the end of the Stabilization period, the Contractor shall provide six (6) months of standard, Steady State M&O services during which the Contractor shall prepare the State's staff to take over M&O responsibilities at the conclusion of the initial M&O period. The State may choose to extend the M&O period by one (1) or more additional years during the term of the Contract. Further information about the M&O responsibilities of this Contract can be found in Contract Section A.27.

A.2.5 As needed, TDHS may also request Change Orders to address new or modified functionality. More information on Change Orders is provided in Contract Section A.8.

A.2.6 Enterprise System Modernization Solution ("ESM Solution") Overview

This Contract's scope of services is part of the TDHS ESM Solution, which is a multi-year endeavor to modernize or replace several key Legacy Systems, as set forth in Appendix 3. The System must be integrated into TDHS' new EIP, a SOA foundation based on standardized technology infrastructure components and interoperable technical and business services. See Appendix 2 for additional detail regarding the EIP.

A.2.7 Legacy Systems to be Replaced

The System will replace several legacy FA and components in part or in whole, as described below. Please see Appendix 3 for more information on these Legacy Systems.

Legacy System *	Description	Functionality to be Replaced and Included in the System
ACCENT	30+ years old integrated solution built on legacy mainframe technologies, that supports eligibility processing for FA and Medicaid	<ul style="list-style-type: none"> • Eligibility determination for SNAP and TANF • FA benefit issuance • FA financial and administrative support • Reports, notices, and alerts for Family Assistance programs. <p>Note: Medicaid eligibility functionality will not be included in the System.</p>
COTS	Tracks all FA benefit	<ul style="list-style-type: none"> • Track FA benefit overpayment claims

Legacy System *	Description	Functionality to be Replaced and Included in the System
	overpayment claims. COTS is primarily used to capture specific information about the claim including recipient information, overpayment periods and amounts, classification, accounting and payments, and associating notes or narratives.	<ul style="list-style-type: none"> FA claim recipient information FA overpayment periods and amounts FA accounting and payments FA program integrity (fraud referrals, investigations, claims)
ARTS	Tracks appeals filed by individuals who are dissatisfied with any action or inaction when applying for or receiving services in any program administered by TDHS. Appeals filed are tracked from inception through resolution.	<ul style="list-style-type: none"> Request for appeals/fair hearing Appeals tracking for eligibility and benefit determinations for FA (i.e., SNAP and TANF) FA appeals resolution FA administrative disqualification hearings Guiding and tracking conciliatory efforts for FA <p>Note: The following ARTS functionality will not be included in the System but the System will need to integrate with the solution(s) that will provide this functionality:</p> <ul style="list-style-type: none"> Appeals and hearings functionality for Child Care and Child Support

A.2.8 System Overview

A.2.8.1. Requirements Validation

TDHS conducted a feasibility study in 2017-18 to explore options for implementation of the ESM Solution vision. The high level technical and functional requirements developed for the ESM Solution are included in Attachments H and I, respectively.

The Contractor shall review and validate the requirements that pertain to the System during requirements validation sessions to develop detailed System requirements. The Contractor shall meet all requirements finalized during such validation sessions, which may include any and all requirements published in Attachments H and I.

A.2.8.2. Platform Integration

As part of this Contract's scope of services, the Contractor shall integrate the System onto the EIP utilizing API with the guidance and support of TDHS, STS, and TDHS' contracted SI contractor. The Contractor shall ensure the System adheres to the EIP standards developed by the SI contractor and TDHS. The EIP shall comprise of cloud-hosted and on premise components and the Contractor shall ensure the System is compatible with and able to integrate to EIP. The components of the EIP that the Contractor must leverage and integrate with are:

- ESB;
- Microsoft Active Directory for directory, certification, and authentication;
- ECM;

- d. MDM, which includes master person index, master provider index, and record locator service;
- e. Horizontal portal, which includes UI and user experience management, access control, collaboration, communications, and document search capabilities; and
- f. Business intelligence ("BI") and analytics.

TDHS will share the EIP component product selection with the Contractor as the decisions are finalized,

- A.2.8.3.** The Contractor shall remain abreast of opportunities to join the National Accuracy Clearinghouse ("NAC"), which is currently being piloted in five (5) states through an FNS grant. The Contractor shall assist in preparing the State for integrating with the NAC should the program become more widely available during the Term.

A.3. General Project Requirements

A.3.1 The Contractor shall:

- a. Provide services in collaboration with TDHS staff and advise CIO and the State Project Manager of status, issues and potential risks in accordance with an approved PMP during the Contract Term.
- b. Provide, employ, maintain, and execute a project management methodology that complies with the TBSM. TBSM is based upon the principles of the *Project Management Body of Knowledge (PMBOK®)*¹ *Guide* and the *Business Analysis Body of Knowledge (BABOK®)*² *Guide*. This includes using all applicable TDHS and other State standards and/or templates for Deliverables unless alternative standards and/or templates are approved by TDHS.
- c. Comply with requests for meetings, information, or documents from TDHS or TDHS-approved partners on this project within the stated timeframe accompanying the request, unless otherwise approved by TDHS.

A.3.2 Deliverable Expectation Document (DED)

When requested by the State by the State for a specific Deliverable, the Contractor shall provide a DED to the CIO, or other State designee, prior to commencing work on the Deliverable. The DED shall govern the contents of the Deliverable, enumerate TDHS' expectations and acceptance criteria, outline what is to be included in the Deliverable by the Contractor, and classify the type of Deliverable according to complexity and length of review cycle activities (See A.7.3). Any work not done in compliance with the DED shall be revised at no additional cost to TDHS and no impact to the defined schedule.

A.3.3 Planning Deliverables

Based on planning sessions, the Contractor shall:

- a. Develop planning Deliverables as per industry best practices and any specific guidelines identified in the Contract for that particular planning Deliverable.
- b. Revisit and update each planning Deliverable to reflect all changes that occur in downstream phases (design, development, testing, etc.) at agreed upon time intervals and upon TDHS request.

A.3.4 Collaboration with State Parties and ESM Solution Contractors

The Contractor shall, as directed by the State and at no additional cost to the State, coordinate with, facilitate the prompt exchange of information between, and work

¹ PMBOK® is a registered trademark of Project Management Institute ("PMI")

² BABOK® is a registered trademark of International Institute of Business Analysis ("IIBA")

collaboratively with any and all other State agencies and other ESM Solution contractors. Such State contractors involved on the ESM Solution include the following:

- a. SI contractor – Responsible for establishing and supporting the EIP and providing standards, support, and guidance as the System is integrated into the EIP.
- b. IV&V contractor - Provides independent review of project plan, processes, and Deliverables in accordance with Federal requirements for the entire ESM Solution.

If required in order for the Contractor to proceed with any service(s) included in this Contract that involve(s) sharing or obtaining information of confidential, proprietary, or otherwise valuable nature with or from another ESM Solution contractor, the Contractor may be requested to execute additional documents or agreements as mutually agreed upon by the Parties (including NDAs regarding confidential or proprietary information), as needed or required to facilitate coordination among other ESM Solution contractors and/or State agencies in performing services under this Contract.

Nothing in this Section, including failure to negotiate and enter into a NDA acceptable to Contractor with another State ESM Solution contractor, shall be construed to relieve the Contractor of its duty to perform any requirements or Deliverables under this Contract. Other than as permitted in Section C of this Contract, the Contractor shall not invoice the State for any coordination services, including the arrangement of NDAs, and the State shall not be liable to the Contractor for payment of any such coordination services, without the prior written consent of the State.

A.4. State Roles and Responsibilities

The State shall:

- a. Provide ongoing program management and monitoring of Contractor performance on Contractual performance standards.
- b. Provide a team that includes program area subject matter experts on the functional and technical requirements during System Development Lifecycle (“SDLC”), training, knowledge transfer, and OCM.
- c. Establish a Change Control Board and facilitate any necessary Change Control Board activities when needed.
- d. Share artifacts and other key data sources with Contractor team.
- e. Participate in requirements validation to assist the Contractor in validating, requirements developed during the 2017-18 ESM feasibility study.
- f. Participate in design sessions to assist the Contractor in developing needed design materials.
- g. Ensure UAT resources are available when needed and conduct UAT.
- h. Attend Deliverable walkthroughs to enhance understanding and facilitate the approval process.
- i. Review, provide feedback, and approve or reject all Deliverables according to the process outlined in Contract Section A.7.3 in a timely manner to the Contractor.
- j. Initiate and monitor CAP.
- k. Request changes to any Contractor staff member who is not performing to the State's expectations.
- l. Update any, and all, necessary policies and procedures to coincide with new System functionality or shortcomings.

A.4.1 Project Governance

The overall project governance will be provided by four (4) parties:

- a. **“State Executive Sponsor”**: Individual responsible for providing high level vision and oversight for the work in the scope of this RFP and the overall ESM Solution.

- b. **Executive Steering Committee (“ESC”)**: A leadership group responsible for supporting project implementation on the executive level.
- c. **Program stakeholders**: Program subject matter experts responsible for providing input and feedback related to the program needs and business processes.
- d. **Chief Information Officer (“CIO”)**: Individual responsible for providing enterprise-level guidance and oversight for the duration of the project.

A.4.2 Additional State Team

In addition to the governance teams, the State team shall consist of at least the following positions:

- a. State project manager;
- b. State technical manager;
- c. Technical resources, who simultaneously support the Legacy System while assisting in Integration Testing of the new System;
- d. Program resources, who provide program guidance and perform UAT;
- e. OCM manager;
- f. Training manager; and
- g. State ESM Solution contractors (e.g. SI contractor and IV&V contractor).

A.5. Gate Reviews

A.5.1 The Contractor will be subject to the following three (3) Gate Reviews, during which the State will determine whether to move forward with the implementation of the System or not. For each Gate Review, the State’s decision to move forward will be based on a “Go” vote by the ESC.

- a. Proposed System viability demonstrated (See Contract Section A.13);
- b. UAT completed (See Contract Section A.18.3); and
- c. Pilot Implementation completed See (See Contract Section A.21).

A.5.2 Go/No-Go Decision Document

Post UAT, the Contractor shall support TDHS in analyzing UAT results and comparing them against expected results, test metrics, and predetermined criteria. TDHS shall recommend a Go/No-Go decision to proceed with Pilot Implementation based on UAT result analysis. The test assessment, test results, and recommendation shall comprise a formal Go/No-Go Decision Document, which is sent to FNS with a formal request for concurrence to move forward with Pilot Implementation and for continued federal funding.

Following Pilot Implementation, the Contractor shall support TDHS in developing a Go/No-Go Decision Document for FNS approval to proceed with Statewide implementation.

For both Go/No-Go processes, the Contractor shall participate on calls/meetings with federal entities if requested.

The Go/No-Go Decision Documents shall contain the following components as described in Section A.16 of the FNS Handbook 901. The most recent version of the FNS Handbook 901 can be found at this link: https://fns-prod.azureedge.net/sites/default/files/resource-files/FNS_HB901_v2.3_Internet_Ready_Format.pdf.

- a. **“Testing Goals Achieved”- required for UAT and Pilot**: The number of test scenarios completed and the number of Test Issues by severity level resolved and successfully regression tested. An explanation of how each severity level is defined should be included.
- b. **“Software Defect Status”- required for UAT and Pilot**: A table of outstanding system defects by severity level, including the program(s) impacted, indicating the

workarounds that will be used after go-live until a fix is in place. Any Test Issue that is outstanding at go-live that materially impacts the System functionality must have a successfully tested and approved workaround in place.

- c. **“Deferred Defects and Deferred Functionality” – required for UAT and Pilot:**
Provide a list of deferred defects and any deferred functionality. Include a list of interim business processes, or workarounds for FNS review that will be used after “go-live” until a fix is in place. Any outstanding defect at “go-live” that materially impacts the SNAP eligibility process must have a successfully tested interim business process in place.
- d. **“Training Readiness Assessment” – required for UAT and Pilot:**
 - o An assessment of the effectiveness of training based on UAT/Pilot Implementation, and expectations for length of the learning curve. Include average case processing time per worker and office or per day/week/month (same, fewer, more) in legacy, during UAT with new system, and during Pilot Implementation. Method of comparison must also account for any changes in workflow.
 - o A training plan that ensures users complete training “just in time” before the system is rolled out in each location.
 - o A comprehensive description of interim business processes, or workarounds, in place for Pilot Implementation or “go-live” and assurance that these were incorporated into training.
- e. **“Site Readiness Assessment”- required for UAT and Pilot:** Provide Site Readiness criteria and completion checklist or statement of validation assuring readiness. This will include everything from the network to the workstations and peripherals. Provide the status of any needed redesign of physical space layout.
- f. **“Current Program Performance” (timeliness and payment accuracy & volume of any document processing backlogs) - required for Pilot only:** Include data indicating that the State is meeting Federal timeliness standards – 95% of cases processed by 7 or 30 days. If there are program performance deficiencies, explain how the current level of performance will be maintained or improved. Include a plan to mitigate timeliness and accuracy issues for period of training, UAT, Pilot Implementation and rollout activities as these are the periods when staffing will be reduced and the learning curve will take place. The plan must demonstrate that the same number of cases can be processed with the same resources, in the same time. Staffing must be adequate to handle not just same caseload, but also any conversion/cleanup workload.
- g. **Client notices – required for Pilot only:** Provide a plan identifying the process for producing notices; how notices are generated, batched, displayed, printed, validated, and maintained. Include data indicating the percent of client notices in the Pilot Implementation area that are accurate, including content, printing and mailing.
- h. **Reports – required for Pilot only:** Produce specific reports in order to receive FNS’ approval. The following reports must be produced on demand accurately 95% of the time. These reports are subject to FNS review and verification to ensure accuracy and compliance with SNAP policy and regulations.
 - SNAP Financial Status Report (SF-425/FNS-778)
 - State Issuance and Participation Estimates (FNS-388)
 - Project Area Data Format Report(FNS 388A)
 - Timeliness Report – application processing timeliness report calculating the application processing timeliness rate in accordance with SNAP policy and regulations.
 - Backlog Report –A backlog report that includes a breakdown of unworked and overdue initial applications, recertification applications, and interim reports (or change reports, as applicable) by 1-30 days, 31-60 days, 61-90 days, and 90+ days overdue.
 - Notice Report –A notice report for all notices sent by the State that must include total number of notices generated and sent (including paper notices and electronic notices when applicable) each day and be able to distinguish by type such as

- notice of expiration, notice of approval, periodic report notice, etc.
- **Daily Report** – A daily report reflecting State activity for that day, with capacity to break tasks down by staff member and office or by day/week/month. Include, at a minimum, total number of applications and recertifications received, number of initial applications and recertifications worked that day by status (pending, approved, denied, closed), total number of interviews conducted broken out by initial applications and recertifications, total number of periodic reports (or change reports, as applicable) received, number of periodic reports (or change reports as applicable) worked that day, number of case documents received, and number of case documents worked that day. All information pertaining to initial applications must be separated into expedited and regular.

In addition to these specific reports, the System must contain the data elements necessary to produce the following reports, must demonstrate that these reports have been developed, and if not functioning at 95% accuracy, must have a specific timeline for issue/defect resolution and testing.

- **Status of Claims Against Households Reports (FNS 209/209-A)**
 - **Budget Summary Detailed Reports (FNS 366/366-B)**
 - **SNAP Employment and Training Report (FNS 583)**
 - **Issuance Reconciliation Report (FNS 46)**
 - **Participation in Food Programs – By Race (FNS 101)**
 - **Disaster Food Stamp Benefit Issuance Report (FNS 292-B)**
- i. **Valid quality check sampling process – required for Pilot only:** Description of the quality checking process and whether it can be validated in the Pilot Implementation. The quality checking process must adhere to latest FNS SNAP Eligibility System Go Live Requirements.
 - j. **Read only access to the System – required for UAT and Pilot:** Per SNAP-Fiscal Year (FY) 2017 Quality Control Procedural Clarifications and Federal Access to State Systems QC Policy Memo 17-01, FNS regional offices and headquarters staff have read-only user roles with access limited to SNAP information only.
 - k. **“Duplicate Issuances” required for Pilot only:** Describe the process to prove that there are not any duplicate issuances occurring and edits in the system to prevent duplicate issuances.
 - l. **“Black-out Period” – required for Pilot only:** Explain any times when all systems will be offline and if so, for how long and what is the plan for continuity of operations to ensure processing standards are met.
 - m. **“Live Pilot Implementation”-required for Pilot only:** Comply with requirement to conduct a “live” production Pilot Implementation in accordance with 7 CFR 277.18.
 - n. **Statewide Implementation:** Provide the plan for Statewide Implementation.
 - o. **“Data Conversion” – required for UAT and Pilot:** Describe the conversion process and include testing conversion rate and minimum necessary threshold for success:
 - p. **“Post-Conversion Clean-up ”:** Itemize the additional workload resources available to help during data conversion cleanup and while productivity is reduced due to the learning curve and timeframes needed. Describe the post conversion clean-up activities and the impact on workload/resources (i.e. percent of cases affected times the average amount of time to clean-up the data per case)
 - q. **“Total cases proposed and total cases processed during Pilot Implementation” – required for Pilot only:** Describe pilot caseload as percentage of total cases. Pilot Implementation caseload should replicate statewide diversity of cases. Provide statistics identifying diversity of case types across programs. Describe the process which ensures the Pilot Implementation reaches a state of routine operation with the full caseload in the Pilot Implementation area.
 - r. **“Interface Testing and Acceptance” – required for Pilot only:** A confirmation that all interfaces have been validated by partners as working correctly.

- The Contractor shall obtain a written confirmation from its issuance vendor that successful testing of issuance interface has been complete with no known issues to ensure accurate benefit issuance to TN benefit recipients.
- s. **“Contingency Plan” – required for UAT and Pilot:** A plan that does the following:
 - Explains the strategy if it is necessary to roll back to the Legacy System.
 - Projects how long the decision to roll back to the Legacy System can be delayed if things go badly.
 - Explains the impact to stakeholders of a rollback.
 - Includes failure/response plan for all key operational areas. Checkpoints are identified, and measurement method is known for each checkpoint during conversion and the “fall back” window. Decision makers are identified
- t. **“Escalation Plan” – required for Pilot only:** Explains the process to escalate issues happening on the ground (Pilot Implementation areas, service centers, etc.) to get technical support and inform impacted stakeholders including FNS and advocate community. Plan explains the complete feedback loop from point of initiation through the process, decision making, and back to the end users. Plan identifies who has the final decision on the issue.
- u. **“Communication Plan” – required for UAT and Pilot:** Explains how and when the stakeholders and the public (community groups, customers, etc.) will be informed about the roll-out of the new System and its impact in the short and long term.
- v. **Results of System’s performance and capacity testing – required for Pilot only:** Identify the strategy for addressing any degradation to performance as the System moves from UAT through Statewide Implementation. Provide system performance and user response time validation process and results.
- w. **“System Security fully tested” – required for Pilot only:** System security fully tested according to State Security Plan and any Federal regulations that apply.
- x. **“QA/IV&V or other system status ratings” – required for UAT and Pilot:** Include the QA and IV&V contractors’ report/ratings.
- y. **FNS’ System Integrity Review Tool (“SIRT”):** Update any outstanding issues for required program functionality identified by the most current version of the tool.

A.6. **SDLC Approach**

The Contractor shall utilize a methodology (e.g., waterfall, agile, hybrid, etc.) of their choosing which best meets the needs of TDHS based on their experience with similar projects and environments. However, the Contractor shall incorporate iterative software development elements into their approach and allow the State to review, test, and provide feedback more frequently than a pure waterfall approach.

A.7. **DDI Phases, Deliverables, and Payment Milestones**

A.7.1 Phases and deliverables. The DDI process will involve eight (8) phases, each with associated Deliverables, as shown in the table in Section A.7.3. The description of each Deliverable can be found in the corresponding Contract sections (see Contract Sections A.9 – A.25). The Deliverables or approved equivalents are required regardless of the Contractor’s SDLC methodology (e.g., waterfall, agile, hybrid, etc.).

A.7.2 Payment Milestones. There are eight (8) Payment Milestones associated with the completion of groups of tasks and Deliverables for the DDI of this Contract. For each DDI phase, there shall be one (1) Payment Milestone, and all DDI activities (not including Change Requests) associated with the DDI phase shall be included in the Payment Milestones, as listed below in Section A.7.3. For invoicing requirements, see Section C.

A.7.3 **DDI Phases, Deliverables, and Payment Milestones Matrix**

Deliverables shall be reviewed through the following process, and in cases of a Gate Review, Deliverables are subject to review and approval by associated federal entities.

- a. The Contractor shall submit Deliverables through a controlled correspondence process (see Contract Section A.12.2). If requested by TDHS, the Contractor shall conduct a walkthrough of the Deliverable prior to submission with all appropriate TDHS staff as well as the IV&V contractor.
- b. Following Deliverable submission, the State and Contractor shall adhere to the following process and timelines:
- **Step 1 - State Review(s):** TDHS shall review and either approve or reject each Deliverable. A rejection shall be accompanied by a list of deficiencies.
 - **Step 2 - Contractor Update(s):** Contractor shall make all changes identified by TDHS and resubmit a Deliverable to TDHS for review and approval.
 - **Step 3 – Acceptance:** Following submission or resubmission, acceptance of all Contractor Deliverables will be communicated via the controlled correspondence process (see Contract Section A.12.2). TDHS will not consider any Deliverable to be final or eligible for payment until the Deliverable has been accepted.
- c. Timeframes for Deliverable submission and review process are provided below.

Deliverables Classification	Length of TDHS Review Period for each Review Cycle	Length of Contractor Update Period after Receiving State Updates
Type A	Seven (7) calendar days	Five (5) calendar days
Type B	Ten (10) calendar days	Seven (7) calendar days
Type C	Fifteen (15) calendar days	Ten (10) calendar days

In addition to the State, Deliverables may be subject to review by IV&V contractor, USDA, FNS, and ACF.

- d. The table below shows the DDI phases, their associated Deliverables, and each Deliverable's Classification (see A.7.3.c). Please note that the DDI phases map directly to eight (8) Payment Milestones. At a minimum, these Deliverables (or equivalent with prior approval from TDHS) must be created by the Contractor and accepted by the State.

DDI Phase (Payment Milestone)	Deliverables	Deliverables Classification
1. Project Initiation, Planning, and Proposed System Viability Review	Project kickoff completion and Project Approach Document	A
	Project Schedule	A
	Project Management Plan	B
	Establishment of the existing commercial-off-the-shelf or transfer solution in a sandbox environment within ninety (90) days of the Contract Effective Date, and the demonstration to the State staff of the functionality requested by the State	Not applicable
2. Requirements Validation	Gap Analysis Report	C
	Requirements Definition Document	C
	Functional and Technical Requirements Traceability Matrices	C
	Glossary of terms and acronyms	A
3 System Design	Detailed functional design	C
	Detailed technical design	C
	Disaster Recovery and Business Continuity Plan	A
	Security Plan	A
4. System	Source code and supporting documentation	C

DDI Phase (Payment Milestone)	Deliverables	Deliverables Classification
Development	Results of the pre-UAT security risk and impact assessment	B
	Unit test results	B
	System development completion	Not applicable
5. Data Conversion and Migration	Data Conversion and Migration Plan	B
	Successful data migration completion	Not applicable
	Data migration test results	B
	Data migration documentation, including but not limited to data dictionary, data models, data flow models, and process models	B
6. Testing	Comprehensive Test Plan (for all testing cycles)	B
	Complete and Final Test Plan	B
	Test scripts (for all testing cycles)	B
	Test results (for all testing cycles)	B
	Post-UAT Go/No-Go Decision Document support	B
7. Pilot Implementation	Pilot Implementation Plan	B
	Pilot Implementation	Not applicable
	Lessons Learned Report	A
	Post- Pilot Implementation Go/No-Go Decision Document support	B
8. Statewide Implementation	OCM Plan	B
	Organizational readiness assessments	B
	Workforce transition activities	B
	Training and Knowledge Transfer Plan	B
	User manual	B
	End user training materials for each iteration of end user training	A
	End User Training Evaluation Report	A
	Technical staff knowledge transfer materials	B
	Technical staff knowledge transfer	Not applicable
	Technical staff knowledge transfer evaluation report	A
	Statewide Implementation Plan	B
	Release Plan	A
	Statewide Implementation	Not applicable
	Updated System documentation (for State and Contractor M&O staff's use)	B
	Operations Manual	C
	Benefit Payment Accuracy Reports	A

A.8. Change Orders

A.8.1 The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

- a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:

- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
- (2) the specific effort involved in completing the change(s);
- (3) the expected schedule for completing the change(s);
- (4) the maximum number of person hours required for the change(s); and
- (5) the maximum cost for the change(s) — this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

- b. **Change Order Performance**— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- c. **Change Order Remuneration**— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.8.2 No-Cost Changes

The following changes shall be completed at no additional cost to the State under this Contract:

- a. Activities necessary for the System to continue to function in compliance with Federal and State laws and policies.
- b. Activities needed in response to a CAP issued by a federal entity.
- c. Activities to correct Covered Defects (see Contract Section A.34 for more information on the warranty).
- d. Activities to keep commercial software used within the System up-to-date by ensuring all such commercial software are no more than two (2) versions old.
- e. Activities and or modifications necessary to ensure that data, tables, programs, and documentation are current and that errors are found and corrected.

If new federal laws are introduced which are accompanied with additional federal funds for State use, the State shall work with the Contractor to determine whether resulting System changes shall be handled as a Change Order. The Contractor shall further offer and coordinate cost sharing of federally-mandated and other common changes among the State and peer states where the Contractor operates the same or version of the same commercial-off-the-shelf or transfer application(s) proposed by the Contractor and used as the basis for Tennessee's System.

A.9. Project Initiation & Planning

In conjunction with the TDHS project team, the Contractor shall plan and conduct the project kickoff meeting within ten (10) business days following the Effective Date of this Contract or on

other date mutually agreed upon by the Parties. Key stakeholders will be in attendance, including program area staff representing FA, Appeals and Hearings, and Program Integrity.

A.9.1 Project Approach Document

The Contractor shall submit a Project Approach Document on a date mutually agreed upon by the Parties during the kickoff meeting, for approval by TDHS. The Project Approach Document shall include:

- a. A list of Key Personnel related to services provided by the Contractor, and contact information for the listed personnel;
- b. The draft Project Schedule (See Contract Section A.9.2);
- c. A clear description of the project methodology, how the goals of the project will be addressed, and how impacts and constraints will be assessed. Project methodology description shall define the Contractor's SDLC approach and include an overview of the different phases, the number of releases being proposed, and how each release will flow through the different phases including, where applicable, planning, design, development/configuration, testing, and implementation; and
- d. A detailed description of how the Contractor will coordinate work and communicate with TDHS.

A.9.2 Project Schedule

The Contractor shall submit the Project Schedule in Microsoft Project format. The Project Schedule shall be used to track project tasks, Deliverables, milestones, dependencies, and resources to ensure accurate project status reporting. The Contractor shall update the Project Schedule weekly and provide the latest version to the CIO along with a weekly Project Status Report (See Contract Section A.12.3). Milestone deadlines shall not be adjusted without prior approval by TDHS. All components of the Project Schedule shall be subject to TDHS review and approval. The Project Schedule will be in Gantt chart format and shall include at a minimum the following:

- a. WBS that conforms to industry standards and provides clear coordination of the various types of activities which are focused on key functions and components of the System;
- b. Estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks;
- c. Estimates of the State resources (hours by position) needed for the Contractor's completion of each task;
- d. Critical path, with parallel and dependent project tasks;
- e. Assumptions and constraints;
- f. Accommodation for working with State staff within TDHS' standard business hours, which are 8:00 a.m. to 4:30 p.m. Central Time, Monday through Friday, except State Office Holidays; and
- g. Clear delineation of the Payment Milestones and associated Deliverables for each Payment Milestone.

A.10. Project Management Plan

The Contractor shall submit a draft PMP within twenty (20) days of the Contract Effective Date. The TDHS will provide feedback to the Contractor and the Contractor must update the PMP until TDHS approval is received. Contractor shall update the PMP as changes occur. TDHS' written approval is needed for any changes to or deviations from the approved PMP.

The PMP shall detail how the Contractor shall perform project management responsibilities, which include how the Contractor shall organize, prioritize, coordinate, integrate, and monitor

project activities in order to deliver the required Deliverables within scope, quality, time, and cost constraints. The Contractor shall develop and include the components, as defined below:

- a. **“Communication Management Plan”**: Describes how project communications are planned, structured, monitored, and controlled. In this plan, the Contractor shall establish methods of communication such as meeting agendas and minutes, protocols for webcast meetings, standards for information to be included in communications, timing for dissemination of materials, etc. The Contractor shall also define the approach by which all project management teams plan and manage communications for their projects.
- b. **“Scope Management Plan”**: Defines processes and procedures that will determine how the scope will be defined, documented, verified, managed, controlled and to ensure that all scope updates are escalated appropriately and addressed in a timely manner.
- c. **“Risk Management Plan”**: Defines processes and procedures to ensure that important risks are monitored, have a corresponding mitigation strategy, are monitored for escalation to an issue and resolved in a timely manner. This plan may show both the TDHS and Contractor’s respective responsibilities and planned activities regarding project risk. It must cover the following topics:
 - o **Risk identification**: The Contractor shall work with the CIO to identify potential project risks, their probability and impact to the overall project.
 - a. **Risk response**: The Contractor shall work with the State Project Manager to develop options and actions to enhance opportunities, and to reduce threats to project objectives.
- d. **“Issue Management Plan”**: Defines issue escalation processes and procedures to ensure that important issues are escalated appropriately and resolved in a timely manner.
- e. **“Quality Management Plan”**: Describes quality policies and procedures for project Deliverables and project processes and to ensure continuous improvement.
- f. **“Configuration Management Plan”**: Defines processes and procedures to ensure all materials developed during the project can be tracked and identified throughout the project lifecycle.
- g. **Change Management Plan**: Must be based on the Change Order process described in Section A.8. Develop the Change Management Plan in consultation with TDHS to include the change control process; the changes are monitored and approved by Change Control Board.
- h. **“Resource Management Plan”**: A chart with the number of staff per position shall be maintained, along with information on how personnel shall be deployed throughout the project.

A.11. Planning Deliverables

The Contractor shall:

- a. Align each of the planning Deliverables with industry best practices, State and federal standards as well as any specific guidelines identified in the Contract for that particular planning Deliverable.
- b. Revisit and update each planning Deliverables to reflect all changes that occur in downstream phases (design, development, testing, etc.) at agreed upon time intervals and upon TDHS request.
- c. Work with TDHS to identify existing State tools that can be used for the System and leverage these tools if requested by the State.

A.12. Documentation and Repository

The Contractor shall:

- a. Actively maintain and manage all project documentation in a "Project Repository" (a centralized location on TDHS' network where documentation related to this project is kept) during the Contract Term (or other period following termination of the Contract as required pursuant to Contract Section E.18) in accordance with the document management and retention policies specified by TDHS. These include without limitation, the Project Schedule, technical specifications, test plans, and System documentation developed during the Term.
- b. Providing all project documents, such as the PMP, Project Schedule, and WBS using Microsoft and/or Adobe PDF software applications. After approval by the State, the Contractor must provide files/documents in the original format if requested by TDHS. The Contractor shall comply with current State versions of software. TDHS will work with the Contractor in approving specific versions to assure that the application is synchronized with State standards and any broader ESM Solution project plans and schedules.

Note: The Contractor's staff working outside of State's offices will need to work with the State to set up a Virtual Private Network (VPN) account to access resources on the State's internal network.

A.12.1 Project Repository Specification

The Contractor shall maintain the Project Repository for all documentation related to Scope of Services per the following specifications:

- a. Contractor shall utilize current TDHS technologies to the extent practicable, or propose alternate technologies with appropriate justification, subject to approval by the State. (TDHS' current software standard for such a tool is Microsoft SharePoint.)
- b. The Project Repository shall reside on TDHS' network and shall be made accessible to all appropriate State staff as approved by the CIO. Access to the Project Repository shall be limited to the Contractor's employees who are assigned to provide services under the Contract that, because of their nature and scope, require such access. Contractor shall ensure that all of its employees requiring access complete and sign a confidentiality/nondisclosure agreement and a security agreement as required by the State before access is provided.

A.12.2 Controlled Correspondence

In order to track and document requests for decisions and/or information, and the subsequent response to those requests, TDHS and the Contractor shall use controlled correspondence. The format for this controlled correspondence will be provided by TDHS during the Contractor onboarding process. Each Controlled Correspondence Document shall be signed by the CIO (or designee) and the Contractor Project Director (or designee). No Controlled Correspondence Document shall be effective until the signatures of both are attached to the document. Controlled Correspondence Documents will be maintained by the Contractor in the Project Repository and shall become part of the status reporting process.

A.12.3 Project Status Reporting

The Contractor shall:

Develop all project management reports in accordance with the PMP.

- a. Provide weekly Project Status Reports and monthly Executive Status Reports containing the elements and, in the format, specified by TDHS throughout the Contract Term. The report shall address risks and issues, and track progress against expected milestones and deadlines.

- b. Provide monthly reports on the compliance with Performance Targets (see Contract Section A.32)
- c. Review the Project Schedule with the CIO and State Project Manager (see Section A.4.2) on a weekly basis and discuss progress made since the last meeting, issues, project risks, and risk mitigation approaches. Prepare for and present to the CIO detailed progress and variance reports in support of Payment Milestone reviews or at other times as requested by the State. The Contractor shall communicate the current project status, the actual progress of the project against TDHS-approved Project Schedule's projected dates, and any risks or issues impacting the Project Schedule, scope, cost, and Deliverables.
- d. Lead action item tracking and risk and issue identification and collaborate with TDHS in driving decisions, risk mitigation, and issue resolution.
- e. Review applicable Controlled Correspondence documents (See Contract Section A.12.2).
- f. Track progress against the Project Schedule and report any deviations to the CIO and State Project Manager as per agreed upon frequency in the PMP. At TDHS' discretion, the Contractor shall develop recovery plans to address major deviations. Recovery plans must include the tasks, timing, and named resources for each task needed to bring the project back on track with the approved Project Schedule.

A.13. Establishment of Solution in Sandbox Environment

Within ninety (90) days of the Contract Effective Date, the Contractor shall establish their existing commercial-off-the-shelf or transfer solution in a Contractor-hosted sandbox environment. The Contractor-hosted sandbox environment shall be accessible to State and Contractor project team members as needed.

The Contractor shall successfully demonstrate that the solution can provide a State-determined subset of the functionality that the Contractor has indicated as available by marking "Meets Requirement Out of the Box" in the functional and technical requirements gap analysis in Attachments H and I. The State team shall provide a listing of core functionalities/requirements that the Contractor must successfully demonstrate during this Gate Review. Should the Contractor's solution fail to demonstrate the proposed "Meets Requirement Out of the Box" functionality during this review, resulting in a "No-Go" vote during the Gate Review (see Contract Section A.5 for further details) the Contractor's proposed System may be considered non-viable, and the State may halt all further work and terminate the Contract without further liability to Contractor. At its sole discretion, the State may provide the Contractor with an opportunity to cure any readily correctable deficiencies that may have resulted in the "No-Go" vote and schedule another Gate Review within thirty (30) calendar days of the initial Gate Review.

If the State provides approval for a "Go" decision for this Gate Review, the Contractor shall continue with SDLC activities.

A.14. Documentation Review

Prior to conducting validation sessions, the Contractor shall review all available documentation regarding existing plans, business processes, and procedures and federal certification requirements to ensure that each planning deliverable and subsequent Deliverables align with State and federal standards, including all relevant laws, rules and regulations, and documentation related to SNAP and TANF programs as well as the Appeals and Hearings and Program Integrity functions.

A.15. Requirements Validation

For requirements validation, the Contractor shall:

- a. Utilize the artifacts from the 2017-2018 ESM feasibility study (use cases, workflows, and high-level requirements) as a starting point for requirements validation. See Appendix 4 and Attachments H and I.
- b. Support TDHS in identifying all the staff with the required business and technical knowledge to participate in requirements validation meetings.
- c. Conduct the necessary requirements sessions and activities to validate and update the requirements.
- d. Following the detailed gap analysis, submit a Gap Analysis Report identifying System configuration and development needs.
- e. Deliver to the CIO a Requirements Definition Document, with updated business process flows.
- f. Deliver detailed Functional and Technical Requirements Traceability Matrices to the State Project Director.
- g. Deliver to the CIO a glossary of terms and acronyms to accompany requirements documents.
- h. Support TDHS staff during review and approval of requirements documents.
- i. Record the minutes of all requirements sessions. The minutes shall include, at a minimum, requirements identified and/or defined, decisions reached, and any unresolved issues and action items identified during the sessions. The Contractor shall distribute the minutes electronically for State review and approval and shall track the resolution of all unresolved issues and action items in a single State-approved repository or medium. The Contractor shall file TDHS-approved minutes in the Project Repository.
- j. Document all requirements, including all features and functionality, and the rationale for each requirement, in a requirements repository, which refers to a component or designated section of the Project Repository unless otherwise approved by the State. The Contractor shall organize the requirements into related subsets. The Contractor shall examine each requirement to identify any and all relationships and to review for consistency, omissions, and ambiguity. Layout and fields of the Requirements Repository shall be finalized with TDHS during the planning activities.

A.16. System Design

The Contractor shall include State's Solutions Architecture Team in all design discussions and be shall:

- a. Organize and conduct design sessions with subject matter experts to develop the detailed System design.
- b. Provide input and conform to the direction of the TDHS enterprise architectural standards.
- c. Participate, if requested, in design sessions required to support System's development and interfaces to external and internal data sources.
- d. Participate in architecture and design discussions with the State's Solutions Architecture Team, TDHS, and the SI contractor to identify potential components and services that can be shared with other ESM Solution components and contractors. Analyze and present reports on what services can be exposed as shared services across the entire EIP for the State's consideration. The decision on shared components will be made by the State.
- e. The State's Solutions Architecture Team will develop the overall Architectural System Design, but the Contractor is required to participate in those sessions and validate the SDP.
- f. Compile the Architecture Design Documents, comprised of the following components, which must receive STS approval:
 - o Architectural System Design (developed by the State's Solutions Architecture Team;
 - o Interface design (Please see Appendix 5 for a list of anticipated interfaces for the System); and

- Database design.
- g. Complete all required State and federal security documents including the System Security Plan, the Risk Assessment, and the Contingency Plan. The Security Plan will include a full security risk assessment composed of the following steps:
 - Risk assessment: Identify and/or validate threats and vulnerabilities;
 - Risk analysis: Determine the probability and severity of the risks;
 - Risk mitigation: Identify adequacy of planned security controls to mitigate risks; and
 - Cost considerations: Select cost-effective security controls to implement.

The Security Plan shall also include a security matrix with roles/responsibilities. Cost-effective security controls or enhancements to existing controls for the System shall be identified and implemented where practical.
- h. Customize forms and reports as per TDHS-approved design requirements.
- i. Develop detailed functional design, including business rules documentation.
- j. Develop detailed technical design, including forms design, reports design and interface design.

A.16.1 Technical Environment Setup and Management

The Contractor shall support STS in the design and definition of the technical environments for the System, which shall be hosted by the State within a State of Tennessee Data Center. The Contractor shall be responsible for the following activities:

- a. Support STS in the development and maintenance of a Technical Environment and Infrastructure Design document which contains:
 - Detailed specifications for all necessary hardware, software, and tools requested or required to support the appropriate number of technical environments to successfully implement the System.
 - Design with detailed infrastructure requirements, disaster recovery planning specifications and other design elements.

Requested Technical Environment and Infrastructure Design inputs must be submitted to STS for review and feedback. All design elements are subject to approval of STS.

- b. Provide assistance to STS for the maintenance of all environments (other than the sandbox environment) within a State of Tennessee Data Center.
- c. Ensure at a minimum that the following technical environments are created and meet requirements specified in the approved Technical Environment and Infrastructure Design:
 - Development;
 - SI Testing;
 - UAT;
 - System Training;
 - Production;
 - Staging; and
 - Disaster Recovery.

A.16.2 Reports

The Contractor shall provide a comprehensive approach to the implementation of the System reporting requirements outlined in the functional and technical requirements (Attachments H and I). The Contractor must understand and support the State and federal policies and regulations for reporting requirements. The System shall produce specific reports in order to receive approval from FNS (See Contract Section A.26).

A.16.2.1. Reporting Capabilities

The reporting approach shall provide TDHS management and caseworkers an integrated view of operational as well as analytical reports giving the staff visibility into critical decision support information. The System shall support the following reporting capabilities necessary for effective program management.

- a. Static and Dynamic Reporting: Ability to provide static/historical and dynamic (i.e. real-time) reporting for all program and functional areas. This includes a list of the types of built-in (pre-defined) and end user definable (ad-hoc) reporting capabilities.
- b. Graphical Reports: Ability to configure presentation parameters to view graphical displays and drill-down capability.
- c. User Defined Reports and Views: Ability to provide user-defined reporting views based upon different roles, security profiles, etc. of various stakeholders. The Contractor shall define the rules for user roles and reports configuration in System Design (See Contract Section A.16).
- d. Exporting Data: Ability to export report results to common data formats (e.g., Excel, CSV, etc.).
- e. Random Sampling of Data: Ability to define parameters for random sampling of data, by person or case, for audit review purposes.

A.16.2.2. Reports Validation

The Contractor shall validate the current reports and document reporting requirements during the design sessions (See Contract Section A.2.8.1). The current reports are broadly categorized as operational, audit, financial, and management reports.

A.17. System Development

A.17.1 System Development Activities

The Contractor shall be responsible for the following activities:

- a. Apply consistent development standards including coding, database, and field naming conventions, in alignment with industry standards.
- b. Develop and deliver interface partner data exchange agreements in coordination with TDHS. Develop the required interfaces and perform/support all necessary testing activities required to implement the interfaces.
- c. Perform necessary configuration, development, and testing required to implement the functional and technical design. This includes unit testing, integration testing, and usability testing with end users, customers, and service providers.
- d. Get authorization from TDHS for the use of Legacy System resources (e.g., source files) and data derived from TDHS' Legacy Systems (as listed in Appendix 3).
- e. Follow the process and procedures defined by TDHS or its designee with respect to use of all shared technical and business services and components.
- f. Provide and implement application lifecycle management processes to manage requirements through the entire application lifecycle.
- g. Support continuous integration through the use of a version control tool.

A.17.2 Source Code Requirements

The Contractor shall:

- a. Facilitate code reviews to ensure software customizations and interfaces comply with industry coding standards and to minimize Defects.
- b. Provide TDHS with access to both source/object codes for software components and documentation during DDI.
- c. Maintain source code and copies on State-owned environment.

- d. Support the TDHS staff in reviews of documentation and code to ensure the Application is conforming to TDHS-approved standards.
- e. Provide TDHS with well documented, readable source code and object (executable) code and documentation for all functionality.

A.18. Testing

A.18.1 Pre-Testing

The Contractor shall:

- a. Develop and execute a Comprehensive Test Plan prior to the beginning of any testing activities. The Comprehensive Test Plan should cover the period that begins when the System is delivered in whole or in part for testing and ends when the System is fully implemented. The Comprehensive Test Plan shall be approved by TDHS before testing activities can begin. Though formal approval is not required, federal entities may evaluate the plan, may request additional information, and will determine the level and type of federal entity oversight based on the project risk factors and the Comprehensive Test Plan itself.
- b. Conduct pre-testing validation of functional requirements, including ensuring the System meets the most current version of SIRT.
- c. Train State staff involved in testing on System and on test procedures.

A.18.2 Comprehensive Test Plan Components

The Comprehensive Test Plan shall include descriptions of how the Contractor intends to perform the following activities

- a. Unit testing and integrated testing
- b. System testing
- c. Performance testing (with STS participation as needed)
 - i. Load testing
 - ii. Endurance testing
 - iii. Component-level testing
 - iv. Benchmark testing
- d. Regression testing
- e. Interface testing
- f. Security testing (with STS participation as needed)
- g. System end-to-end testing
- h. UAT
 - i. Support State and federal Gate Review (See Contract Section A.5)
 - ii. State and federal approval to move forward
- i. Data conversion testing
- j. Pilot Implementation testing
 - i. Testing – In compliance with FNS requirements, the Contractor will support and facilitate the System in a number of pre-determined designated pilot locations.
 - ii. Support State and federal Gate Review (See Contract Section A.5)
 - iii. State approval to move forward
- k. Statewide Implementation testing

A.18.2.1. Testing Resources

The Comprehensive Test Plan shall specify:

- a. Staffing: Number and skill sets of the staff involved in testing including program area, Contractor, and other TDHS staff.

- b. Equipment: Itemize: testing facility(s), testing tools (software), and equipment (workstations, mobile devices, etc.).
- c. Application Lifecycle Management Tool used for traceability: Contains at minimum the following modules: releases, requirements, test case management, and Test Issue management.

A.18.2.2. Testing Roles and Test Issues Levels

The Comprehensive Test Plan shall specify the what, who, and how for:

- a. Testing management/oversight;
- b. Testing environment(s) and test database generation;
- c. Selection of scenarios to test;
- d. Scripting of scenarios (Note: State may define additional test scenarios as needed);
- e. Testing documentation;
- f. Test Issue tracking and prioritization – At a minimum, TDHS would expect to see these Test Issue levels identified:

Test Issue Level	Description
Severe	Affects core program area functions (e.g., eligibility determination, case management) or has an unacceptable impact on System performance
Medium	Does not meet System requirements but does not affect accuracy of core program area functions and the performance impact is acceptable in the short term
Minor	Does not meet System requirements but the impact is negligible, inconvenient, or cosmetic

- g. Test Issue resolution process.

A.18.2.3. Other Components

The Contractor shall also develop the following components as part of the Comprehensive Test Plan:

- a. Contingency plan, in coordination with the State, to include a strategy to mitigate risks/costs should a decision have to be made to stop testing or delay moving to Pilot Implementation or to Statewide Implementation.
- b. Specification of how the security of the System will be thoroughly tested.
- c. Stress/Load testing approach to explain how the System will be tested to ensure its performance is not substantially degraded when fully operational.
- d. Data conversion/migration testing approach.

A.18.3 Testing Activities

The Contractor shall:

- a. Manage each test cycle, tracking progress and producing progress and quality reports. Provide ad hoc support for UAT as needed.
- b. Develop test plans for each testing type including entrance and exit criteria, approach to Test Issue management, and progress tracking.
- c. Support the testing environment throughout the course of the project including creating the test datasets, creating de-identified test data sets and resetting the test data to support re-running of test scripts.

- d. Develop test scripts covering all of the functionality included in the release for each testing cycle in collaboration with TDHS. Assist the State in developing UAT test scripts when requested.
- e. Refine, update, and make available all test documents, procedures, and scripts throughout development and through full System acceptance to reflect the current requirements.
- f. Include testing of time-sensitive elements. As System events contain date- and time-sensitive elements, the testing infrastructure must provide a method of altering and synchronizing the System date throughout each test phase. This requires the ability to change the System date and time in some scenarios. (Note: Tennessee falls into two (2) time zones - Eastern and Central. The Contractor must accommodate this in their testing approach.)
- g. Execute the test scripts for all test cycles with minimal assistance from TDHS. Prior to being promoted to UAT, the test scripts must pass criteria with user security/permissions enabled (aligned with the Security Plan).
- h. Compile testing results for all test cycles. This includes UAT test results from the State.
- i. Participate in check-point meetings including testing phase entrance and exit gates and provide relevant information for TDHS to make informed decisions to migrate into/out of testing phases.
- j. Provide and use a Test Issue tracking tool to track progress in resolving identified Test Issues. The Test Issue tracking tool shall be provided at no additional cost to the State.
- k. Re-test a test script in its entirety (and associated test scripts) when a failure occurs at any stage of testing (e.g., a failure in UAT that necessitates a code change will require the component to go back through unit testing, integration testing, and so forth).
- l. Provide and use a load testing tool to identify System load/availability issues with performance and required metrics. Conduct a series of load tests designed to ensure the System can continue to operate adequately and meet performance service levels at the high and low ends of planned scale (in terms of users, transaction throughput, and data volumes) of operations. The load testing tool shall be provided at no additional cost to the State.
- m. Provide and leverage a testing tool/test harness which supports automated regression testing and other testing functions. Develop a suite of automated regression test scripts to automate regression testing for the entire System, leveraging the test harness. Prior to submitting the changes to the pre-production environment for UAT and reporting results, execute the automated regression test scripts as required to ensure changes do not break the intended functionality.
- n. Help develop a "Complete and Final Test Plan" for FNS prior to the start of the UAT
- o. Support TDHS staff in developing UAT test scripts including developing test data sets.
- p. Utilize the most current version of FNS' SIRT to evaluate whether the System delivered meets all SNAP functional requirements, if applicable. Work with State agency staff to use the tool to validate System functionality before UAT.
- q. Ensure the testing schedule accommodates the provision of the required test data for each testing cycle.
- r. After UAT is completed, TDHS conducts a Go/No-Go Assessment. The Go/No-Go Decision Document is sent to FNS with a formal request for concurrence to move to the Pilot Implementation and for continued funding.

A.18.4 Federal Test Review

The Contractor shall:

- a. Facilitate any required federal review of the test results both pre-UAT and post-UAT.
- b. Conform to all federal testing guidelines and develop reports and supporting materials required to pass any required or requested federal review of the testing results.

A.19. Data Conversion and Migration

The Contractor shall identify the data conversion requirements and perform data migration in accordance with approved conversion requirements. The TDHS technical subject matter experts, including database administrators, and TDHS functional subject matter experts shall also be engaged in this effort as required.

A.19.1 Data Conversion and Migration Responsibilities

The Contractor shall:

- a. Develop a Data Conversion and Migration Plan to describe the conversion and migration strategy. Collaborate with TDHS to identify the amount of historical data to be converted from each Legacy System to the new System. The Data Conversion and Migration Plan shall also discuss if there is a concurrent period of operation where data will be maintained in both the System and Legacy Systems, how will data be synchronized during concurrent operations, and which contains the official record during concurrent operations.
- b. Provide a data dictionary, data models, data flow models, process models, and other related planning and design documents to TDHS in a timely manner prior to data conversion/migration validation.
- c. Lead data conversion and migration activities including developing a schedule for all data mapping and conversion activities involving TDHS resources. Perform data conversion, mapping and loading in consultation with TDHS.
- d. Provide tools to minimize the manual effort required to convert data from the legacy solution and/or synchronize the data between the initial release and the retirement of Legacy Systems.
- e. Coordinate all automated and manual data loads during data conversion testing and UAT.
- f. Perform and pass, at a minimum, one trial data conversion prior to UAT using a full or partial dataset as determined and approved by TDHS during planning phase.
- g. Perform data conversion testing and provide tools or guidance to help data conversion by identifying common error conditions (e.g. duplicate records) and minimizing manual effort during the data conversion and migration process by automating where possible the corrective action process (e.g. merging duplicate records).
- h. Develop audit trails and logs, which shall ensure that all data has been correctly migrated and, when appropriate, that the correct synchronization has been achieved.

A.20. User Account Management

The Contractor shall:

- a. Develop the System's user account maintenance procedures for State staff maintenance including, but not limited to:
 - i. Configuration of new users, roles and responsibilities, credentials, etc.
 - ii. User refresh, changes, deletions, and updates
- b. Provide assistance to TDHS, as required, in administering Single Sign-On user accounts when Single Sign-On is ready, including provisioning and decommissioning of the same per TDHS approved procedures.

A.21. Pilot Implementation

- A.21.1** If the State and federal entities provide approval for a Go Decision in the post UAT Gate Review, the Contractor shall conduct the Pilot Implementation in the designated pilot site(s).

- A.21.2** Before System goes live in the pilot site(s), the Contractor shall provide knowledge transfer to the State Help Desk staff that will be tasked with handling Tier 1 Pilot Implementation-related issues. The Contractor's Tier 2 and Tiers 3 help desk resources shall be ready to commence support. See Contract Section A.27.2.7 for additional information on the help desk tiers.
- A.21.3** The Contractor shall roll-out a Pilot Implementation and collaborate with required federal entities and TDHS/STS throughout the process. The Contractor shall:
- a. Develop the Pilot Implementation Plan that includes identifying the scope, participants, and timeline. Pilot Implementation Plan shall define requirements and expectations related to parallel operations of the new System and still operational Legacy Systems, including data syncing and performance.
 - b. Present the Pilot Implementation Plan to TDHS and incorporate TDHS feedback before finalization.
 - c. Maintain Pilot Implementation check-list and manage the Pilot Implementation without any disruptions to the normal operations.
 - d. Track and resolve Defects identified during the Pilot Implementation in a timely manner, in consultation with TDHS.
 - e. Lead check-point meetings including entrance and exit criteria and provide relevant documentation and results to help TDHS make informed decisions to migrate into/out of the Pilot Implementation.
 - f. Provide necessary materials required to pass any required or requested federal review of the Pilot Implementation results.
 - i. Address findings and work with TDHS to gain formal written acceptance of the Pilot Implementation and authorization for Statewide Implementation.
 - ii. Support TDHS on development of the Post Pilot Implementation Go/No-Go Decision Document for a Gate Review.
 - g. Document the lessons learned from Pilot Implementation and update the Pilot Implementation check-list and update applicable System documentation.

A.22. Statewide Implementation

If the State and federal entities provide approval in the form of a Go Decision following the Pilot Implementation Gate Review, the Contractor shall implement the System at a Statewide level and shall:

- a. Assess the pre-implementation readiness of each part of TDHS and document the status in a pre-implementation readiness assessment.
- b. Deliver the Statewide Implementation Plan Deliverable to TDHS.
- c. Develop the Release Plan, which shall also include both pre-production and production releases. The Contractor shall address and fix all findings and work with TDHS to gain formal written acceptance before the Statewide Implementation.
- d. Manage the Statewide Implementation including providing support to all identified user groups (such as central office and field offices) and enabling security access as defined.
- e. Provide input into checkpoint meetings.
- f. Develop and deliver an operations manual which captures all procedures required to conduct all M&O services, and the processes and tools to be managed and operated by the Contractor. Plans for the following services must be included in this Deliverable:
 - System administration and operations;
 - Help desk and incident/problem management;
 - Root cause analysis;
 - System monitoring;
 - User account management;
 - Security administration;
 - Database administration;

- Break-fix;
- Change and release management;
- Training (initial and ongoing) of M&O and State staff;
- Configuration management;
- Performance management;
- Capacity planning and management;
- Technology refresh and replenishment services;
- Disaster recovery services;
- Escalation procedures.

The Statewide Implementation will be considered successfully completed according to the approval process described in Contract Section A.3.2. Please note that the retirement of Legacy Systems shall be handled by the State at a time selected by the State.

A.23. Benefit Payment Accuracy

Prior to Statewide Implementation, the Contractor shall test a representative sample of benefit payments for SNAP and TANF in the new System against the benefit payments issued by the Legacy System. The representative sample shall be selected by TDHS, and within that sample, the benefits match rate (i.e. benefits to be paid by the new System as compared to benefits that would have been paid out of the Legacy System) must be the same in both recipient and amount. One hundred percent (100%) of the sample payments must match the Legacy System outputs in the Contractor's Benefit Payment Accuracy Report by the agreed-upon pre-go-live deadline for the Contractor's Deliverable to meet both DDI Performance Targets, as described in Contract Section A.32.1.

Similarly, immediately after Statewide Implementation, the Contractor shall conduct benefit payment accuracy tests on another sample set provided by TDHS. By a mutually agreed upon deadline, the Contractor shall resubmit an updated Benefit Payment Accuracy Report. .

A.24. Organizational Change Management (OCM)

TDHS recognizes that without adequate attention to OCM, the success of the System implementation and the larger ESM Solution can be significantly compromised. As TDHS moves from a program-centric to person/family-centric approach, many changes will occur to the organization, business processes, and technology tools used. It is imperative that end users become ready and receptive to the change. It is also imperative that business and technical resources are prepared to maintain System configurations, provide support for end users, and provide technical support for ongoing operations. The OCM scope for the Contract includes stakeholder engagement, communications, training, agency readiness, solution readiness, all of the components of the service management framework, business process reengineering, workforce transition, and the agency rollout strategy and execution. The Contractor shall provide all OCM services and Deliverables as required, described and detailed below.

A.24.1 OCM Lead

The Contractor shall provide a full-time, dedicated OCM Lead with appropriate OCM background, to be approved by the State, whose responsibilities shall include, at a minimum, the effective and timely execution of all OCM activities throughout the Contract Term.

A.24.2 OCM Plan

The Contractor shall prepare an OCM Plan which includes the following:

- a. Identification of a proposed staffing and organizational structure for the State that identifies the key roles of the people the State should assign to accomplish the OCM activities of this Contract.
- b. Description of the approach to OCM and the methodology that will be employed to assist TDHS to envision the System and document associated business processes.
- c. Description of how the methodology will assist in:
 - o Assessing the impact of change upon jobs, roles, workflows and skill requirements needed to ensure successful deployment; and
 - o Identifying any potential organizational issues anticipated with the implementation of the System and describe how these will be addressed through its OCM methodology.
- d. Description of the activities needed to support TDHS' OCM goals, related to implementation of the System and its effects on business processes.
- e. Description of how the OCM tasks integrate with requirements validation, OCM gap analysis findings, and end user training, technical staff knowledge transfer, and technical staff M&O knowledge transfer.

A.24.3 The Contractor shall perform OCM duties in accordance with the approved OCM Plan. The Contractor shall continue to update the OCM Plan following the planning phase and collaborate with the State to carry out the OCM methodology to successfully transition the State's organization to the System including:

- a. Assessing the impact of change upon jobs, roles, workflows and skill requirements needed to ensure successful deployment;
- b. Performing an OCM business process gap analysis;
- c. Preparing Change Impact Action Plans to engage and prepare all stakeholders prior to System implementation;
- d. Performing organizational readiness assessments; and
- e. Planning and conducting workforce transition activities.

A.24.4 Stakeholder Analysis and Communications Management

The Contractor shall:

- a. Work directly with assigned State's ESM OCM Manager and project OCM team members for any identified OCM, stakeholder, or communication needs. Develop a stakeholder communications plan with a communications matrix,
- b. Work with the State's ESM OCM Manager and State OCM team to identify appropriate stakeholders and messaging for project-related communication and engagement needs.
- c. Coordinate and communicate stakeholder engagement needs and results to the State's ESM OCM Manager and State OCM team.
- d. Provide access to key documentation and subject matter experts in any quantity and quality as the State deems reasonable to support assessing organizational impact and other OCM activities as needed.
- e. Provide the OCM Plan and validate major milestones and timing, as requested to the State, to ensure alignment with stakeholder and/or OCM activities across the project lifecycle.
- f. Coordinate with the CIO in compliance with communication plan(s) on all identified communication needs to ensure any communication needs are in alignment with, and/or added to, the approved project-specific communication(s) plan as defined by the State OCM team.
- g. Collaborate and follow all TDHS communication protocols for development and distribution of communications materials to all stakeholders, both internal and external.
- h. Use multiple communication methods to ensure all stakeholders receive project information in an effective, efficient, and timely manner.

- i. Track all communication messages from development, review and approval, and distribution to appropriate stakeholder groups.
- j. Evaluate the effectiveness of project communications and make adjustments as needed.

A.24.5 In order to ensure successful implementation of the TDHS' modernization effort, establishment of a network of change agents, who can support and promote the implementation of changes, is critical. The Contractor OCM Lead shall be responsible for the coaching and monitoring of change agents, as requested by the State.

A.25. Training and Knowledge Transfer

The purpose of the training activity is to ensure all users receive training on the System and the associated business process changes. The Contractor shall develop the training courses and materials and deliver the training according to the Training and Knowledge Transfer Plan (See Contract Section A 27.1). The Contractor shall work with the TDHS Office of Talent Management, Learning and Development ("TMLD") in planning, developing, and implementing all end user training for up to two thousand (2,000) FA eligibility staff located in offices across Tennessee. The Contractor shall finalize the training locations in consultation with TMLD.

Additionally, the transfer of knowledge to designated State technical support staff is a key Contractor responsibility. As of June 2018, the number of State technical staff to be included in knowledge transfer activities is forty-five (45). The Contractor shall be flexible and conduct the knowledge transfer activities for the technical staff, according to the Training and Knowledge Transfer Plan (See Contract Section A.25.1), even if the total count is higher by the time the training activities begin.

A.25.1 Training and Knowledge Transfer Plan

A.25.1.1. During the initial phases of the project (before development), the Contractor shall develop a comprehensive Training and Knowledge Transfer Plan including the following elements:

- a. Description of proposed training and knowledge transfer methodology;
- b. Activities to support the various phases of the training and knowledge transfer (analysis, design, development, implementation and evaluation);
- c. Definition of System user roles and training needs by role;
- d. Identification and development of appropriate curriculum and delivery models;
- e. Validation and approval of training and knowledge transfer materials related to the System;
- f. Building and maintaining the training and knowledge transfer environments; and
- g. Creation of user profiles and log-in credentials as requested by the State to allow trainers, technical staff, and end users appropriate access to the training environment and materials.
- h. Training locations (the Contractor shall finalize the training locations in consultation with TMLD).

A.25.2 During System design activities, the Contractor shall keep the Training and Knowledge Transfer Plan current with any changes, approved in writing by the State, and update in subsequent phases, as more information is available, in order to continuously improve the training and knowledge transfer process.

A.25.3 The Contractor shall develop a skills assessment tool to assess the training and knowledge transfer needs and skill levels of affected staff and other affected stakeholders. The skills assessment tool should be approved by the State.

A.25.3.1. The Contractor shall describe their approach to designing modular and scalable training and knowledge transfer classes to meet the specific needs of each individual who requires training

and knowledge transfer for the System and the method of training and knowledge transfer that will provide the most benefit for each end user and technical staff.

A.25.4 The Contractor shall produce all required training materials to address training needs identified through the initial analysis in collaboration with TMLD and State Technical Manager. This will include train the trainer, instructor lead classroom training, computer-based training, workshops, quick reference guides, and training/knowledge transfer manuals.

A.25.5 All training and knowledge transfer materials must be provided by the Contractor in both electronic versions and hard copies for review and for instructor led training sessions (for end user training) in sufficient quantities as prescribed by the State.

Contractor shall use Articulate 360 using Storyline for online training and Microsoft PowerPoint, in addition to instructor and trainee manuals, for classroom training. If the Contractor wishes to use other tools, justification must be provided, and the State must approve any alternatives.

A.25.6 The Contractor shall produce all help files including interactive online help files targeted at System end users.

A.25.7 The Contractor shall support the TDHS training and knowledge transfer team in the review and approval of all training and knowledge transfer plans and materials.

A.25.8 The Contractor shall provide to TDHS an end user training and a technical staff knowledge transfer course outline and schedule for review and acceptance at least two months prior to the beginning of scheduled training.

A.25.9 The Contractor shall provide qualified resources sufficient in any quantity and capability as deemed reasonable by the State to support all training and knowledge transfer activities including:

- a. Curriculum design and development;
- b. Defining user roles;
- c. The identification of appropriate curriculum and delivery models;
- d. Building and maintaining the training and knowledge transfer environments; and
- e. Providing subject matter experts in specific work areas, processes, applications, etc. to support classroom learning and end user train-the-trainer programs supplying at least one (1) subject matter expert On-Site in each discreet classroom training event.

A.25.10 The Contractor shall build and maintain at least one (1) fully functional training and knowledge transfer environment per concurrent release representative of the final-state operational System (e.g., final UI/graphical UI) that is dedicated to supporting training and knowledge transfer content development and delivery. The training and knowledge transfer environment must clearly and accurately reflect upcoming System versions and closely align with the release schedule. This training and knowledge transfer environment will remain operational and be maintained by TMLD after implementation to continue System training for new staff.

A.25.11 The Contractor shall support the end user training and technical staff knowledge transfer design and development phases (or process) by providing and collaborating with TDHS on an ongoing basis including:

- a. Aligning project plan(s) and validating major milestones to support end user training and technical staff knowledge transfer timelines.
- b. Training and supporting the State training personnel on any and all System-specific work areas, processes, applications, etc. as deemed appropriate by the State for the

purposes of executing a System-based scenario training program to all impacted State personnel.

- c. Providing or cooperating in the identification of realistic, representative business scenarios to be used for end user training and technical staff knowledge transfer development and delivery purposes as defined by the State.

A.25.12 The Contractor shall ensure that all procedures, training environment hardware and software configurations, classroom setup requirements, and content reflect the most current information for the end user training and technical staff knowledge transfer activities. The Contractor shall schedule end user training and technical staff knowledge transfer sessions in accordance with the Project Schedule. The Contractor shall prepare a training schedule for all training classes to ensure that end users receive training near go-live implementation and rollout of the System for daily work (i.e., after UAT and correction of Test Issues).

A.25.13 End User Training

A.25.13.1. The Contractor shall complete end user training for the pilot site(s) before the pilot Implementation activities begin. The remaining end user training will be complete before the Statewide Implementation.

The Contractor shall provide train-the-trainer training to prepare the State trainers to conduct training for end users who use the System to perform daily job functions. State trainers shall train all other end users with Contractor training team support.

A.25.13.2. The Contractor shall structure training around the new end user roles that are defined during the SDLC design phase.

A.25.13.3. The Contractor shall schedule the train-the-trainer training and assist with the scheduling of training of State staff in a manner that is least disruptive to normal business operations. The Contractor shall also coordinate with the State to ensure that materials are ready in advance of training. State training facilities will be used in various State locations for classroom training and the Contractor will coordinate scheduling and logistics with TMLD. If needed, the Contractor will assist TMLD in securing additional training sites to ensure adequate and timely training is provided.

A.25.13.4. Provide the end user training curricula and materials that shall cover, at a minimum, the following topics:

- a. System overview including: System benefits; data inputs, data outputs, and reports produced; major business functions; and user manual contents and usage.
- b. System usage including: entering data and data validation; workflow processes, data correction and user help features; menu and System function navigation; problem recovery; report contents, report generation; search and inquiry features; and record update procedures.
- c. System operation including: seeking technical help (application and equipment assistance).

The Contractor must provide a user manual for end user training. The Contractor shall update the user manual if its content is affected by System updates and changes throughout the life of the Contract. The Contractor shall be responsible for bearing the cost of printed training curricula and materials.

A.25.13.5. TMLD's learning management tool, Enterprise Learning Management ("ELM"), is anticipated to be used to schedule and track all training sessions and staff attendance. ELM is a component of Edison, which is a PeopleSoft (Oracle) application used by the State.

A.25.13.6. The Contractor shall support the training evaluation process by providing tools for evaluation

of training effectiveness for all training methods and sessions, as well as evaluation of trainee understanding of material provided.

- A.25.13.7.** The Contractor shall provide an End User Training Evaluation Report for each iteration of end user training including numbers and type of trainees, instructor and training methods used, training effectiveness results, and lessons learned.

A.25.14 Technical Staff Knowledge Transfer

- A.25.14.1.** The Contractor shall provide a matrix of specific skills/roles that will require technical training and knowledge transfer on the System.
- A.25.14.2.** Based on the initial assessment, the Contractor shall develop technical staff knowledge transfer materials and perform knowledge transfer activities throughout the project and measure progress.
- A.25.14.3.** The Contractor shall coordinate with TDHS throughout the Term to ensure that TDHS staff is available in a timely manner for all technical staff knowledge transfer activities. The Contractor shall schedule technical staff training in a manner that is least disruptive to the normal business operations. The Contractor shall schedule all training during regular work hours at locations convenient to the State attendees as approved by TDHS, unless the Contractor receives advance approval from the State for specific training at other times.
- A.25.14.4.** Prior to Statewide Implementation, the Contractor shall conduct technical staff knowledge transfer so that TDHS/STS can perform maintenance and support activities.
- A.25.14.5.** The Contractor shall provide a Technical Staff Knowledge Transfer Evaluation Report to include numbers and type of trainees, instructor and training methods used, training effectiveness results, and lessons learned.
- A.25.14.6.** Prior to Contract turnover, the Contractor shall conduct any additional knowledge transfer activities to ensure that TDHS/STS can take over M&O responsibilities (e.g., Tier 2 and Tier 3 help desk) when the turnover is complete.

A.26. Federal Requirements and Reviews

TDHS anticipates significant oversight and review by federal entities, including:

- a. USDA, FNS
- b. U.S. Department of Health and Human Services, ACF, OFA.

The Contractor shall cooperate to meet any federal requirements and, at a minimum, perform the following duties:

- a. Ensure that the System meets all federal requirements (including those described in Contract Section D.26 and the latest FNS Handbook 901 found at <https://www.fns.usda.gov/apd/fns-handbook-901-v2-advance-planning-documents>) and satisfies the State's project objectives by supporting federal review and approval process;
- b. Support TDHS in preparing for any Gate Reviews, other federal reviews, and certifications by, at a minimum, developing and preparing required documentation throughout the project, attending interviews, and providing additional requested documentation;
- c. Ensure that the System meets federal requirements including the following, although TDHS reserves the right to amend or supplement the list in accordance with applicable law and rules during requirements validation:

- Federal Information Security Management Act (“FISMA”) of 2002;
- E-Government Act of 2002;
- Privacy Act of 1974;
- Social Security Act Section 471(a)(8) and Social Security Administration Privacy and Security Requirements;
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (“PRWORA”);
- E-Authentication Guidance for Federal Agencies [OMB M-04-04];
- IRS Publication 1075 — Tax Information Security Guidelines for Federal, State and Local Agencies;
- Internal Revenue Code (“IRC”) 26 U.S.C. 6103 — Safeguarding and Protecting Tax Returns and Return Information; and
- Criminal Justice Information Services (“CJIS”) — National Data Exchange (N-DEx) Policy and Operating Manual N-DEx-DOC-09172-3.1.

A.27. Maintenance and Operations (“M&O”)

A.27.1 Stabilization Vs. Steady State M&O

A.27.1.1. The M&O period of service shall consist of two (2) stages: Stabilization and Steady State M&O. The Stabilization period shall consist of up to one (1) year immediately after Statewide Implementation. Following the Stabilization period, the six (6) months Steady State M&O period shall begin.

A.27.1.2. The Contractor shall be responsible for the same set of M&O responsibilities (as described in Contract Section A.27.2) during both stages. There are four (4) key contractual differences between the Stabilization and Steady State M&O stages:

- a. During the Stabilization period, the Contractor shall provide a core team of developers from the DDI activities (including the lead developer) on the M&O team to ensure System expertise is maintained during this critical period.
- b. The State will not implement any performance withholds on non-compliance with M&O performance measures (see Contract Section A.32.2) for the first three (3) months of the Stabilization stage. However, the Contractor shall continue to report on performance, as specified in Contract Section A.12.3 during the entire M&O period.
- c. During the Stabilization period, the Contractor shall make relevant Contractor personnel available to work with STS with regards to hosting and System performance stabilization.

A.27.2 M&O Responsibilities

A.27.2.1. Systems Operations Planning and Execution

The Contractor shall:

- a. Develop and deliver an M&O Plan which captures all activities required to seamlessly conduct all M&O activities, including:
 - Proposed Contractor M&O staff and M&O organization chart;
 - Roles and responsibilities of all partners related to the M&O activities;
 - Account Management Plan;
 - Proposed list of activities and processes to support M&O activities;
 - Any software to be used for M&O and information about the Contractor versus the State’s responsibilities as it pertains to licensing and maintenance;
 - Training plans to ensure State and Contractor staff gain and maintain the knowledge required for M&O activities;
 - Plan for coordinating roles and responsibilities between State and Contractor;

- Measurable progress milestones/check-points so TDHS can quantify any risks; and
 - Readiness checklist which captures all activities.
- b. Develop and deliver an updated Lessons Learned Report that includes lessons learned from Pilot Implementation, Statewide Implementation, and subsequent activities.
 - c. Integrate Contractor's operational activities into the TDHS enterprise standard processes and continuously improve the processes through Warranty expiration.
 - d. Perform all M&O activities for the System across various environments (e.g., development, testing, training, production, disaster recovery).
 - e. Perform training and other related activities required to ready the M&O team to support the System including, but not limited to:
 - System technologies, configurations, customizations;
 - System operational processes and tools; and
 - Existing documentation and documentation standards.

A.27.2.2. Account Management

The Contractor shall develop and execute an Account Management Plan, which shall include the following components:

- a. A description of Account Management structure, planning, and procedures.
- b. A process, developed in conjunction with TDHS, that clearly defines how to order, change, or delete M&O service requests. This includes service requests on changes to the infrastructure or middleware on which the System runs.
- c. Plan for development and maintenance of all relevant System M&O process documentation, including the Contractor's responsibility for keeping all process documentation up-to-date.
- d. Plan for developing, documenting, and keeping up-to-date the approach to the System's M&O reporting including status reporting, performance measures reporting, and reporting mechanisms.
- e. Plan for preparing pre-production release software for production and pre-production testing.
- f. Plan for providing status and trend reporting (e.g., statistics, trends, audits) including risks and issues.
- g. Report on the full set of performance measures in the Contract, including any additional performance measures proposed by the Contractor over the Term.
- h. Plan for providing hours worked by Contractor staff members on Change Requests, broken down by major tasks, when using a time and materials pricing methodology.

A.27.2.3. Capacity Management

The Contractor shall:

- a. Develop a Capacity Plan to manage the hardware and software resources required to deliver System services. It should include predictions of business demand and strategies for meeting service levels during periods of peak use.
- b. Collaborate with TDHS to understand any business trends which could impact the System's capacity requirements and subsequently analyze historical trends and provide capacity forecast.
- c. Participate in the TDHS enterprise capacity planning activities.

A.27.2.4. Release Management

The Contractor shall:

- a. Identify and submit any System releases in compliance with TDHS change management process.
- b. Provide required scripts and documentation regarding each release.
- c. Perform all releases between 11:00p.m. and 5:00a.m. Central Time except for critical patches. TDHS must approve all releases in advance.
- d. Abide by all STS change moratoriums as defined by STS.

A.27.2.5. Configuration Management

The Contractor shall:

- a. Maintain the System software configuration in the TDHS enterprise configuration management tool. Ensure the System's configuration is up-to-date; any errors should be reported to TDHS immediately.
- b. Capture any System software configuration changes included in any approved Change Request.

A.27.2.6. System Performance/Monitoring

The Contractor shall:

- a. Define, document, and propose System monitoring policies, procedures, and standards including monitoring:
 - o Buffers, database buffers, table space fragmentation, database space, unusual growth, and propose a solution in case of alert.
 - o System logs, update errors, database corruption, jobs.
 - o Transaction and trace logs, network event logs and traces, garbage collector, memory and CPU utilization, indexes, etc.
 - o Middleware (e.g., workflows, in- and out-bound queues) and report to TDHS according to agreed upon procedures.
 - o End-to-end transaction response time to allow measurements against performance measures.
 - o Interfaces and batch and job scheduling.
- b. Assist in implementation of TDHS-approved monitoring policies, procedures, and standards.

A.27.2.7. Help Desk and Incident Management

The State staffs and operates the Tier 1 help desk and is the first point of contact for user calls and the reporting and resolution of all issues and incidents. The State Tier 1 team is responsible for diagnosis, resolution, and escalation of all issues and incidents as needed and coordinates activities and communication between Tier 2 and Tier 3 support and end users.

The Contractor shall:

- a. Staff and operate the Tier 2 support team (System M&O subject matter experts). This first point of escalation provides guidance and instructions to Tier 1 staff to diagnose incidents and resolve service requests. The Tier 2 team shall take ownership of incidents where System subject matter expertise and experience is required for diagnosis and/or resolution. The Tier 2 team shall have on-call availability 24/7 to provide support for urgent incidents in alignment with required response and resolution times.
- b. Staff and operate the Tier 3 support team (expert M&O technical resources) to address incidents and resolve service requests that require a higher level of specific technical expertise.
- c. Periodically review and report the status of open service requests and problems and the progress being made in addressing them to TDHS at a mutually agreed frequency.

- d. Conduct/participate in incident and problem management review sessions and provide status and problem impact categorization.

Severity Level 1 (Urgent) shall be defined as urgent issues or situations, when the System is down, and the State is unable to use the System. Failure causes loss of function or data and there is not a mutually agreed upon workaround.

Severity Level 2 (High) shall be defined as critical System component(s) that has issues resulting in significant outages and/or failure precluding its successful operation, or possibly endangering the State's environment. The System may operate but is severely restricted. Failure causes a loss of function or data, but there is a mutually agreed upon workaround.

Severity Level 3 (Medium) shall be defined as a minor problem or issue that exists with the System, but the majority of the functions are still usable and some circumvention may be required to provide service. Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround.

Severity Level 4 (Low): shall be defined as cosmetic and minor errors or issues; all the user tasks can still be accomplished. Examples: grammar errors, color changes, misspelled words, layout, etc.

TDHS will track the timeliness of the following two (2) measures:

- **“Initial Response Time”**: Time taken from when the issue or incident is originally reported by TDHS to when the Contractor acknowledges the service request by updating status in the help desk tool. In the case the Contractor reports the issue or incident and initiates the service request, the original time of report is the same as the time of service request acknowledgment.
- **“Resolution Time”**: Time taken from when the issue or incident is originally reported to when the Contractor resolves the service request and the service requester has indicated the resolution is accepted.

The required Response and Resolution Times by severity code are provided in the table below. The Contractor shall resolve issues and incidents within the list timeframes, unless mutually agreed between the Contractor and the State. In the case the Contractor reports the issue or incident, the service request receipt time is when the request is logged into the help desk tool. The Contractor shall provide TDHS updates if the Response and Resolution Times are not met on a case-by-case basis. Failure by Contractor to meet the Response and Resolution Times may result in payment adjustments as set forth in Section A.27.2.8 and C.3.

Required Response Time by Severity Code

Severity Code	Initial Response Time	Resolution Completion Time
1 - Urgent	Thirty (30) minutes	Two (2) hours
2 - High	Thirty (30) minutes	Four (4) hours
3 - Medium	Thirty (30) minutes	Two (2) calendar days
4 - Low	One (1) business day	Mutually agreed between the Contractor and the State

A.27.2.8. Problem Management Services and Root Cause Analysis

The Contractor shall:

- a. Provide expertise and be an active participant in the process to resolve Urgent issues and incidents as required during M&O (e.g., participate in incident resolution meetings until the incident is resolved).
- b. Develop procedures for performing Root Cause Analysis (“RCA”) that meet requirements and adhere to defined policies.

- c. Conduct proactive incident trend analysis to identify recurring incidents, and report to TDHS according to TDHS approved Problem Management process.
- d. Track and report recurring issues, incidents, or failures and provide associated consequences of repeating incidents if there is a business impact to TDHS.
- e. Recommend solutions to address recurring problems or failures.
- f. Identify and document root cause of TDHS defined High and Urgent incidents (severity levels 1 and 2) and recommend appropriate resolution action.
- g. Provide status report detailing the root cause of and procedure for correcting recurring problems until closure as determined by TDHS.

A.27.2.9. Break Fix Services

The Contractor shall:

- a. Design, build, and test System fixes based on the severity and priority and in consultation with TDHS.
- b. Perform regression testing on the System, as required, when components of the System are updated/modified. In performing the regression testing on a new version/upgrade of the System, the Contractor must certify in writing to TDHS that all the previous System capabilities still perform in accordance with the Contract requirements. State may choose to inspect the regression test results at any time.

A.27.2.10. Tool Usage

The Contractor shall:

- a. Utilize current TDHS technologies for help desk ticketing and incident management to the extent practicable, or propose alternate technologies with appropriate justification, subject to approval by the State. (TDHS's current software standard for such a tool is Service Now).
- b. Continue to utilize the Project Repository for updated project documentation resulting from help desk ticket resolution.

A.28. Project Turnover

A.28.1 Turnover Plan

A.28.1.1. The Contractor shall create and deliver a detailed Turnover Plan that covers all activities and the efforts of all involved parties before six (6) months from the end of the M&O services period or in the event of early Contract termination. This will be reviewed and formally approved by TDHS through the process outlined in the PMP. The Turnover Plan shall express time and budget requirements, action ownership, and program governance. The Turnover Plan shall define the means by which no interruption of the provision of the services, or reduction in service levels, will occur during the turnover to TDHS or the new service provider.

A.28.1.2. The Turnover Plan shall include handing over the key assets in an agreed-to format. These assets include:

- a. Customer and other records (including subcontractor agreements that are required to provision the services);
- b. Configuration information;
- c. Databases;
- d. Documentation;
- e. Asset registers;
- f. Knowledge databases;
- g. Fault databases;
- h. Asset maintenance history and status;
- i. Manuals;
- j. Process and procedure documentation;

- k. Any other similar items that the Contractor used or produced during the course of, or for the purpose of, provisioning the services or relating to the configuration control of the services;
- l. Source code;
- m. Development tools and procedures; and

A.28.2 Turnover Plan Execution

The Contractor shall:

- a. Deliver each of the key assets in the Turnover Plan on time.
- b. Hold briefings on the status and comprehensive nature of all items handed over.
- c. Complete knowledge transfer of the services to TDHS or new service provider(s). Introduce the State staff and new service provider to all relevant information and training to allow them to leverage the System, its tools, and services, as required.
- d. Identify and complete the transfer to TDHS (for the remainder of the term of the relevant license) of all hardware, software, and other licenses used in the provisioning and delivering of the System.
- e. Arrange for the provisioning of a facility/physical location/room in which information shall be placed so that State M&O staff and any new service provider can inspect and make copies for subsequent use, as appropriate.
- f. Participate in and/or manage regularly scheduled and ad hoc meetings, as well as other communications, to address issues that may affect how involved parties perform their responsibilities in relation to the Turnover Plan.
- g. Arrange for the transfer of personnel between the appropriate entities (i.e., Contractor to State or Contractor to new service provider), including communications, briefing, and negotiation, as applicable to such personnel who are required for the continuation of the involved services, and within the boundaries of applicable law.
- h. Migrate all materials to TDHS' standard tools if tools that are not TDHS' standards are leveraged by the Contractor during any implementation or M&O activities.

A.28.3 Project Closeout

The State shall conduct a Project Closeout planning meeting with key project staff from the Contractor, TDHS, and STS. The Contractor shall perform the tasks required to close out the project including updating all appropriate documentation, migrating the documentation to the State and new service provider, and providing support during the turnover if requested.

After formal acceptance of the turnover by the State, the Contractor shall provide a project closure document that summarizes all lessons learned and reports successful completion of all contractual obligations. By this time, all System-related documents shall be transitioned to TDHS from the Contractor.

A.29. Project Staffing

The Contractor shall:

- a. Provide all staffing for its project team with the expertise and skills to ensure that all services required under this Contract are provided in an efficient, effective, and timely manner.
- b. Other than required approval of Key Personnel and subcontracted staff by TDHS, the Contractor shall have total responsibility for hiring and management of any and all Contractor staff and subcontractors determined necessary to perform the services in accordance with the terms of the Contract. The Contractor shall maintain a level of staffing necessary to timely perform and carry out all of the functions, requirements, roles, and duties as contained herein, regardless of the level of staffing included in its proposal.

- c. Assign staff who have prior experience in their assigned functional roles on this Contract. Prior experience working with government human services program applications, particularly with TANF and SNAP is highly preferable.
- d. Provide resumes of Contractor staff to TDHS upon TDHS' request.
- e. Provide an organizational chart at the Contract kickoff meeting identifying all the Contractor project staff and their role assignments, as well as the organizational structure of the project team. The project staff shall include Key Personnel listed in the Contractor's proposal, unless otherwise approved by TDHS. The organizational chart shall be updated throughout the Contract Term to reflect any changes in project staffing and team organization that occur.
- f. Keep track of resource costs, both personnel and technical, on an activity basis, in order to comply with applicable TDHS and any federal reporting requirements for enhanced federal funding assistance as set forth in Contract Sections D.26 and E.17. Accurate resource cost breakdown shall be maintained by the Contractor and provided to TDHS upon request.

A.29.1 Key Personnel

- A.29.1.1.** The Contractor shall provide Key Personnel as described below. Please note that the Contractor's Project Director, Project Manager, and Lead Architect shall be available throughout the Contract Term.
- A.29.1.2.** The Contractor shall obtain prior written State approval of all Key Personnel. Resumes for Key Personnel must be provided for State review prior to the expected staff member's start date.
- A.29.1.3.** TDHS retains the right to approve or disapprove proposed Key Personnel staffing and reserves the right to require the Contractor to replace specified staff. The Contractor agrees to substitute, with TDHS' prior approval, any employee so replaced with an employee of equal or better qualifications. The Contractor shall provide an interim resource within five (5) business days for any Key Personnel vacancies regardless of the reason for the vacancy. The Contractor agrees to propose within thirty (30) calendar days, and appropriately staff within forty-five (45) calendar days, any changes made to Key Personnel, regardless of the reason for the change.
- A.29.1.4.** During the first eighteen (18) months of the Contract Term, no Contractor-initiated substitutions of Key Personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or resignation, or otherwise approved by the State Project Director or requested by TDHS. In any of these events, the Contractor shall follow the steps outlined above.
- A.29.1.5.** If the Contractor's methodology deems an additional Key Personnel position(s) necessary, beyond the positions listed in the table below, the Contractor shall identify these positions and detail the services they are to provide.
- A.29.1.6.** For at least eighty percent (80%) of the work week, Key Personnel shall be located at the Contractor's Nashville facility as defined in Contract Section A.31. These personnel shall attend any meetings Monday through Friday, 8:00a.m. to 4:30p.m. CT (with the exception of official State holidays) when requested by the State. Other personnel shall be located within the United States and available for meetings via video or teleconferencing Monday through Friday, 8:00a.m to 4:30p.m. CT (with the exception of official State holidays) when requested by the State.
- A.29.1.7.** Key Personnel positions are listed below. One individual can serve in more than one (1) role if: (a) the Contractor can demonstrate that the individual can successfully carry out all responsibilities and the project quality and success will not be impacted; and (b) TDHS grants approval.

Key Position	Description	Qualifications
Project Director	<ul style="list-style-type: none"> Has ultimate responsibility for and directs planning and execution of the Contractor's project duties. Manages Contract project planning and execution Ensures the Contractor's performance measure targets are met Must be the same individual for the entire Contract Term (DDI and M&O) Is responsible for all the Contractor's subcontractor relationships Is authorized to commit the resources of the Contractor in matters pertaining to the performance of the Contract 	<ul style="list-style-type: none"> A minimum of seven (7) years of experience in leading large-scale IT application development and implementation projects Experience on at least one health or human services eligibility determination DDI project in the last three (3) years is preferred A minimum of three (3) years of human services or social services application experience A minimum of five (5) years of experience serving in an account management or client representative position Broad IT-related experience Experience with the SDLC methodology that the Contractor will use for this Contract Possess a minimum of a Bachelor's degree Master's degree preferred
Project Manager	<ul style="list-style-type: none"> Serves as the project manager for the Contractor Manages project planning and execution Ensures the performance measure targets are met Communicates with TDHS through formal correspondence (e.g., controlled correspondence) 100% allocated to the Contract until Statewide Implementation is complete The Project Manager shall be available for consultation as determined by the State during Stabilization and Steady State M&O 	<ul style="list-style-type: none"> A minimum of five (5) years of experience in managing and/or leading large-scale IT application projects Experience on at least one SNAP and TANF eligibility determination DDI project Subject matter expertise on State and Federal regulations and policies Previous experience following a standard project management methodology and in using various project management tools in developing project plans, delivering tasks, and tracking timelines and resources Experience with the SDLC methodology that the Contractor will use for this Contract Broad IT-related experience Project Management Professional certification from PMI, or generally equivalent certification
DDI Manager	<ul style="list-style-type: none"> Responsible for leading the staff who will develop and implement the System 100% allocated to the Contract until Statewide Implementation is complete The DDI Manager shall be available as determined by the State during Stabilization and Steady State M&O 	<ul style="list-style-type: none"> A minimum of seven (7) years of experience leading large-scale IT solution implementations Experience on at least one TANF and SNAP eligibility application project Experience with the SDLC methodology that the Contractor will use for this Contract Subject matter expertise on State and Federal regulations and policies Relevant experience and advanced skills with development tools and software language(s) that will be used for the System Relevant experience with programming best practices
Training Manager	<ul style="list-style-type: none"> Plans and manages all training and knowledge transfer planning, material development, 	<ul style="list-style-type: none"> A minimum of five (5) years of experience rolling out large-scale training programs around application implementations

Key Position	Description	Qualifications
	and delivery	<ul style="list-style-type: none"> • A minimum of five (5) years of experience facilitating instructor-led, online, and a blend of instructor-led/online learning sessions for end user training • A minimum of two (2) years of experience with a learning management system (LMS) • Experience managing projects and effectively communicating with various stakeholders • Experience leading skills assessments and training effectiveness evaluations
Lead Architect	<ul style="list-style-type: none"> • Works with the State's Architecture Team on the solution architecture and drives mapping of required functionality to minimize the need for custom development • Works with the State's Architecture Team on the architectural design and documentation at a technical reference model level as well as at a System or subsystem level • Leads application and data modeling, building block design, applications and role design, systems integration, etc. • Works with the SI contractor when requested to support EIP design and related activities • Ensures the System addresses all of the technical requirements • The Lead Architect shall be available for consultation as determined by the State during Stabilization and Steady State M&O 	<ul style="list-style-type: none"> • Ten (10) years of experience architecting/designing enterprise solutions • Five (5) years of experience with the technologies to be implemented at TDHS • Enterprise architecture certification in one or more industry leading architecture frameworks • Must have experience in SOA-based development with applications of similar size and complexity • Human services experience preferred
Lead Developer	<ul style="list-style-type: none"> • Responsible for leading System development and unit testing activities • Produces design artifacts and supports the continuous integration of System development. Supports the testing, change management and, release management 	<ul style="list-style-type: none"> • At least five (5) years of experience as a software developer for projects of similar size and complexity • Experience with the SDLC methodology that the Contractor will use for this Contract • Relevant experience and advanced skills with development tools and software language(s) that will be used for the System • Relevant experience with programming best practices and ability to lead development team
Testing Manager	<ul style="list-style-type: none"> • Leads all testing activities including planning, documentation and execution • Ensures the test plans and processes are coordinated with all stakeholders 	<ul style="list-style-type: none"> • At least five (5) years of experience as a testing lead for projects similar in size and complexity to the proposed project • Minimum of three (3) years of experience conducting various test phases and leading teams through complex test scenarios for a

Key Position	Description	Qualifications
	<ul style="list-style-type: none"> Ensures documentation and resolution of issues discovered during the testing process Serves as the point of contact for UAT issues Ensures compliance with all Federal testing requirements for the proposed project 	<ul style="list-style-type: none"> large-scale government entity. Human services experience preferred
Quality Assurance Manager	<ul style="list-style-type: none"> Lead all Quality Assurance planning and execution Responsible for deliverables quality control 	<ul style="list-style-type: none"> A minimum of five (5) years of experience implementing and executing quality assurance/control programs Previous experience serving as a Quality Assurance Manager for a large scale or enterprise-wide application quality assurance/quality control project
Lead Business Analyst (FA)	<ul style="list-style-type: none"> Authors and presents FA business requirements documentation and works with development team Conducts research and analysis of data and business processes to support ESM Solution and Contract goals 	<ul style="list-style-type: none"> A minimum of five (5) years' experience with Business Analyst responsibilities Able to quickly adjust style and approach to requirements elicitation and communications based on intended audience Experience with the Contractor's SDLC process for large-scale enterprise applications Possess general IT knowledge Prior project experience with SNAP and TANF programs
OCM Lead	<ul style="list-style-type: none"> Leads the execution of all OCM activities in an effective and timely manner Works closely with the ESM OCM Manager, Contractor Training Lead, and the TMLD on OCM activities Updates the OCM Plan as needed Identifies, coaches, and monitors change agents 	<ul style="list-style-type: none"> A minimum of five (5) years' experience in in OCM Prior experience as an OCM lead for an application implementation project Proven change management skills including training, rollout, and field operations. High level of IT literacy Superior attention to detail as well as a methodical approach Excellent written and verbal communication as appropriate for all organizational levels
Requirements/ Design Lead	<ul style="list-style-type: none"> Is familiar with the functional design of all of the System components Has a System-wide view and ensures each component/module work together to address the functional requirements and use cases Ensures the System addresses all of the functional requirements Works with subject matter experts from the program areas to understand the System and process requirements and articulates the requirements to the Contractor's project team leads 	<ul style="list-style-type: none"> At least three (3) years of management experience with software development, design, and the Contractor's SDLC methodology for this Contract. Experience with and responsible for the design of an application similar in scope to the Contractor's proposed solution.

Key Position	Description	Qualifications
	<ul style="list-style-type: none"> Manages the expectations of the program areas with a clear understanding of TDHS' project objectives 	
M&O Manager	<ul style="list-style-type: none"> Serves as a liaison with TDHS for M&O activities Provides timely and informed responses to operational and administrative inquiries that arise Manages staff assigned to all day-to-day M&O activities Coordinates and manages any Change Order requests/changes to the System Plays an active role in day-to-day management of the Contract so as to be knowledgeable and aware of all issues, concerns and requirements Meets with TDHS staff or such other person TDHS may designate on a regular basis to provide oral and written status reports and other information as required Manages the relationships with subcontractors and TDHS contractors 	<ul style="list-style-type: none"> Eight (8) years of M&O experience Five (5) years managing a M&O team for an enterprise solution within a public-sector client Human services experience preferred

A.30.1 Non-Key Personnel

- A.30.1.1.** The Contractor shall ensure that a State-approved number of appropriately qualified and trained personnel are employed and available at all times to timely provide the services required under the Contract. Staff proposed for assignments shall be persons that have relevant domain knowledge as appropriate for such job title classifications.
- A.30.1.2.** The Contractor shall also work to ensure staff continuity and retention on TDHS projects.
- A.30.1.3.** Please note that the above lists are not exhaustive of all personnel roles that the Contractor shall need to fulfill this Contract's scope of services. The Contractor is responsible for proposing the roles and rate for any additional non-Key Personnel needed for meeting the Contract requirements.

A.30.2 Additional Staffing Requirements

- a. **On-site location:** For purposes of this Contract, whenever the term "On-Site" appears, it shall mean a State-owned facility in Nashville, TN. The Contractor shall ensure the availability of these Key Personnel to attend meetings in person On-Site when requested by TDHS.
- b. **Supplies and equipment:** TDHS will provide workspace and internet access for Contractor staff when they are working On-Site as needed. The Contractor shall provide all supplies and equipment for Contractor staff. The Contractor shall ensure that equipment meets minimum System requirements and desktop computers and laptop devices connected to the State's network are current with patches and

antivirus software. The Contractor shall provide office automation software in compliance with minimum State platform requirements for Contractor staff.

c. State applications and information:

- TDHS will provide access to relevant State applications and remote access to State data resources, if necessary, as approved by TDHS and utilizing State and TDHS standard software, policies, and procedures.
- TDHS will make available to the Contractor all applicable federal and State laws and rules, policies, program policies and procedures as needed to provide services during the Term of the Contract.

d. Staff management and administrative support: The Contractor shall provide day-to-day management of its staff. The Contractor shall provide administrative support for its staff and activities.

e. Staffing needs planning and monitoring processes: The Contractor shall provide an overview of the preliminary and ongoing staff planning and monitoring processes, specifically highlighting processes around planning for future needs and monitoring of project assignments, contract timelines, and associated decisions for release or renewal of personnel.

f. Staffing Tracker: The Contractor shall develop a Staffing Tracker that summarizes initial and ongoing System resource needs and documents resource levels and assignments. The Contractor shall maintain and update the Staffing Tracker on a regular basis for review, at least once per quarter and more frequently as requested by TDHS.

A.31. Contractor's Facility

A.31.1 The Contractor shall have a facility located within a twenty-five (25) mile radius of the Tennessee Tower (312 Rosa L Parks Blvd Nashville, TN 37243) for the duration of the Contract. The Contractor shall be fully responsible for the costs of their facilities (including but not limited to leasing costs, parking fees, and utilities) and these costs will not be reimbursed by the State.

A.31.2 State staff must be provided with cubicles, meeting rooms with adequate size for anticipated necessary meetings, and parking spaces when State staff work at the Contractor's facility.

A.32. Performance Measures

A.32.1 DDI Performance Targets

There are two DDI performance measures. Compensation to the Contractor for each Payment Milestone will be tied to the Contractor's ability to meet the below described targets for these performance measures.

Measure	Measure Details	Milestone Performance Target
Timeliness of the Payment Milestone	<p>Description: The Payment Milestone is completed by the deadline in the Project Schedule.</p> <p>Measurement: Completion is defined as all Deliverables associated with the Payment Milestone are accepted by the State by the Payment Milestone deadline in the Project Schedule. This is measured once per Payment Milestone.</p>	Payment Milestone deadline is met one hundred percent (100%) of the time
Quality of the Deliverable	<p>Description: The Contractor must achieve State acceptance of a Deliverable within three (3) complete review cycles.</p> <p>Measurement: Upon submitting a version of a Deliverable, the State shall begin its first review cycle. If upon inspection, the State accepts the Deliverable, no further review cycles shall be initiated. If upon inspection the State determines that the Deliverable does not meet acceptance criteria, the State shall</p>	One hundred percent (100%) of Deliverables must be accepted by the State within three (3) review cycles

Measure	Measure Details	Milestone Performance Target
	return the Deliverable to the Contractor per the review process described in Contract Section A.7.3. This will constitute the first completed review cycle. Upon resubmission, the State shall begin a second review cycle in the same manner. If the Contractor does not achieve State acceptance for a Deliverable within three complete review cycles, the State shall consider this measure unmet. This is measured once per Deliverable.	

A.32.2 M&O Performance Targets

Compensation to the Contractor will be tied to compliance with the M&O Performance Targets, as described below. For a given month, compliance with these Performance Targets will be reported to TDHS in a written report by the seventh (7th) business day of the following month. Please see Contract Section C.3 for details about the performance withhold approach related to the performance measures.

Measure	Measure Details	M&O Performance Target
Usability - Maximum Transaction Response Time	<p>Description: Transaction Response Time averaging two (2) seconds or better, and never more than three (3) second response time, for all online activities, unless the State specifically agrees to waive this response time metric. "Transaction Response Time" is defined as the amount of time between pressing the RETURN or ENTER key or depressing a mouse button and receiving a data-driven response on the screen, i.e., not just a message or indicator that a response is forthcoming.</p> <p>Measurement: Total transactions completed within the required time divided by the total number of transactions. Reported monthly.</p> <p>Notes: This shall be measured under either actual or simulated deployment conditions for worst-case network performance conditions at all TDHS field offices. The State and its network services provider have extensive network monitoring and diagnostic capabilities which enable the State to isolate network issues which can cause slow response times. The Contractor will not be held responsible for performance problems which have been determined by the State, using State diagnostics, to be network issues.</p>	Ninety-nine and a half percent (99.5%) of transactions
Urgent Incident (Service Request Severity Level 1) Resolution Completion Time	<p>Description: Urgent incidents (service requests with severity level of 1) resolved in less than or equal to two (2) hours over the measurement period, per timeline requirements in A.27.2.7.</p> <p>Measurement: Number of Urgent severity incidents/service requests resolved within two (2) hours divided by the total number of urgent severity incidents/service requests. Reported monthly.</p>	One hundred percent (100%) of Urgent incidents
Non-Urgent Incident (Service Requests Severity Levels	<p>Description: Service requests 2-4 (non-Urgent incidents) resolved as described in A.27.2.7.</p> <p>Measurement: Number of non-Urgent incidents resolved within the agreed to timelines according to severity level, divided by the total number of non-Urgent</p>	Ninety-five percent (95%) of non-Urgent incidents

Measure	Measure Details	M&O Performance Target
2-4) Resolution Completion Times	incidents. Reported monthly.	
Service Request - Initial Response Time	<p>Description: The Contractor's response to any service request under Section A.27.2.7 must be timely, in proportion to the severity of the request.</p> <p>Measurement: Time taken from when the service request is originally reported by TDHS to when the Contractor acknowledges the service request by updating status in help desk tool. In the case the Contractor initiates the service request; the original time of report is the same as the time of service request acknowledgment. Reported monthly.</p>	One hundred percent (100%) of service requests
Security Incidents Response Time	<p>Description: Notify TDHS of security incidents (for example, System breach, PHI/PII risk) within one (1) hour per STS published procedures in the Security Policies and Procedures documentation. Note that all notifications shall occur as soon as possible.</p> <p>Measurement: Number of security incidents reported within one (1) hour divided by total number of security incidents. Reported monthly.</p>	One hundred percent (100%) of security incidents
Response to Patches and Fixes	<p>Description: Release patches/fixes to the production environment (aligned with TDHS' release process) in less than or equal to thirty (30) calendar days from when the software vendor released the patch/fixes for software used in the System.</p> <p>Measurement: The date the patch/fix is released to production minus the date the software vendor releases the patch/fix (unless prior approval) is less than or equal to thirty (30) calendar days. This measure is reported per release of patch/fix.</p>	One hundred percent (100%) of patches/fixes
Response to Patches and Fixes - Critical Security Patches	<p>Description: Release critical patches/fixes to the production environment (aligned with TDHS' release process) in less than or equal to five (5) calendar days from when software vendors released the critical patch/fixes for software used in the System.</p> <p>Measurement: The date the critical patch/fix is released to production minus the date the software vendor releases the critical patch/fix (unless prior approval) is less than or equal to five (5) calendar days. This measure is reported per release of critical patch/fix.</p>	One hundred percent (100%) of Critical Patches/Fixes
Documentation Updates	<p>Description: Update documentation and receive approval from TDHS for updated documentation in less than or equal to fourteen (14) calendar days from the day a change is introduced to the System (e.g. new software is deployed) or processes (e.g. personnel changes involved in disaster recovery).</p> <p>Measurement: The time the change is introduced minus the time documentation is updated and updates approved by TDHS is less than or equal to fourteen (14) calendar days. This measure is reported per change request.</p>	One hundred percent (100%) of Documentation

A.33. Illicit Code

- a. The Contractor represents and warrants that it shall not under any circumstances or conditions install various disabling devices, access codes, traps, copy protection devices, keys, time or date bugs, lock-up or deactivating devices, time bombs, termination by remote access, removal of source code, or other programs or code in the software or work product which could erase, corrupt, restrict use of, modify any data of the State, freeze, interfere with, or prevent the State's use of the software or its computing environment, destroy or terminate software or work product or data contained in it, or bypass any internal or external software security measure in order to obtain access to the applications or data of the State without the written consent of the State. Contractor also warrants that no other similar types of electronic techniques will be used at any time in the future.
- b. The Contractor warrants that, unless necessary to perform valid duties under this Contract or can be verified and documented as to not cause harm to the State's operating environment and/or utilization of the System, any System programs developed or provided by the Contractor under this Contract to the State shall:
 - (1) Contain no hidden files;
 - (2) Not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides;
 - (3) Not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides;
 - (4) Contain no virus or similar code known or unknown to the Contractor;
 - (5) Contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria.
- c. The Contractor must notify the State if any of the above conditions in Section A.33.b(1) through A.33.b(5) are not met within two (2) hours of discovery.

A.34. Warranty

Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.35. Inspection and Acceptance

The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State.

If after a period of ninety (90) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.36. The Contractor shall not serve as the SI contractor or the IV&V contractor during this Contract and for the rest of the ESM Solution development.

A.37. Control Memorandum Process

- a. The Control Memorandum ("CM") process shall be utilized by the State to clarify Contract requirements, issue instruction to the Contractor, document action required of the Contractor, or request information from the Contractor. In addition, the CM process shall be used by the State to impose assessments of Performance Withholds. This process will be used to address issues or matters that do not require a contract amendment. Each CM must be in writing and indicate the date on which it was issued. CMs may provide relevant history, background, and pertinent information regarding the issue(s) being addressed in the CM. Each CM will establish a deadline or timeframe for the Contractor's reply or other action. All CMs submitted to the Contractor must be signed and approved by the State's Project Director (or his/her designee), the State may issue consecutive CMs, as may be necessary or appropriate.
- b. A CM may include one (1) or more of the five (5) components of the CM process described below:
 1. On Request Report – a request directing the Contractor to provide information by the time and date set out in the CM.
 2. Control Directive (CD) – instructions that require the Contractor to complete, within a designated timeframe, one (1) or more deliverables or to perform any other request from the State that is within the Scope of the Contract. The CD may include a Corrective Action Plan. A CD may also provide clarification of certain Contract terms. Once a CM or CD has been issued, it shall be considered to be incorporated into this Contract.
 3. Notice of Potential Performance Withhold (NPPW) – notification to the Contractor that the State has determined that a potential Contract performance or compliance failure exists and that the State is contemplating a Performance Withhold. The NPPW shall identify the Contract provision(s) on which the State determination rests.
 4. Notice of Calculation of Potential Performance Withholds (NCPW) – notification to the Contractor that provides a calculation of the amount of potential funds that the State is contemplating withholding from the Contractor, NPPWs and NCPWs may be issued consecutively or simultaneously.
 5. Notice of Intent to Withhold – (NIW) – notification to the Contractor that the State is withholding funds and specifying the performance or compliance failure underlying each intended withhold. The NIW shall identify the NPPW and NCPW upon which it is based. The NIW shall specify the total amount withheld. The State may not issue a NIW without first issuing a NPPW and a NCPW.

- c. Performance Withhold for failure to comply with CM. The Contractor shall fully comply with all CM's. Failure to do so may result in a Performance Withhold for the applicable Payment Milestone in accordance with Section C.3, a corrective action plan, and/or termination of the Contract.
- d. Appeal of Performance Withholds by Contractor. Contractor may appeal either the basis for or the calculation of a Performance Withhold. To do so, the Contractor shall submit to the State's Project Director (or his/her designee) a written response to the NPPW and/or NCPPW within ten (10) business days of receipt of the CM which includes the same. The State's Project Director (or his/her designee) shall review the appeal and provide notice of his/her determination to the Contractor through a CM. If the Contractor disagrees with the State's Project Director's (or his/her designee) initial appeal determination or the State's Project Director (or his/her designee) is unable to resolve the appeal, the Contractor may submit a written request to the State's Project Director (or his/her designee) that the matter be escalated to senior management of the Agency. Contractor shall submit such a request for escalation within ten (10) business days of its receipt of the initial appeal determination from the State's Project Director (or his/her designee) or of notification by the State's Project Director that he/she is unable to resolve the appeal. The State's senior management shall provide written notice of its final determination to the Contractor within ten (10) days of the receipt of the appeal from the Contractor. Upon appeal or escalation, the State shall not increase the amount of the Performance Withholds.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective for the period beginning on August 1, 2020 ("Effective Date") and ending on July 31, 2023 ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty-six (66) months.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty-six (66) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based upon the following payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

- **Payment Milestone Amounts:** The Contract includes eight Payment Milestones, each with associated Deliverables. When the Contractor receives the State's acceptance of all the associated Deliverables for a Payment Milestone (see Contract Section A.3.2 for the approval process), the Payment Milestone is considered approved. The Contractor shall invoice for Payment Milestones according to the table below, minus any Performance Withholds described in item C.3.b.ii below. The invoice for approved Payment Milestones must be received within thirty (30) days following Payment Milestone approval.

Payment Milestone	Percentage of Total Payment Milestones Cost	Fee (per compensable increment)
1: Project Initiation, Planning, and Proposed System Viability Review	Five percent (5%)	\$Number
2: Requirements Validation	Five percent (5%)	\$Number
3: System Design	Five percent (5%)	\$Number
4: System Development	Fifteen percent (15%)	\$Number
5: Data Conversion and Migration	Ten percent (10%)	\$Number
6: Testing	Ten percent (10%)	\$Number
7: Pilot Implementation	Fifteen percent (15%)	\$Number
8: Statewide Implementation	Thirty-five percent (35%)	\$Number
Total	One hundred percent (100%)	\$Number

- **Performance Withhold for Payment Milestone Amounts:** After all Deliverables for a Payment Milestone are accepted, the Contractor shall invoice for one hundred percent (100%) of the Payment Milestone fee if there were no instances of noncompliance with DDI Performance Targets. If there are one (1) or more instances of noncompliance with DDI Performance Targets within a Payment Milestone:
 - The Contractor shall invoice for ninety percent (90%) of the Payment Milestone amount (the Payment Milestone amount minus a ten percent (10%) Performance Withhold); and
 - The State may request that the Contractor execute a CAP. If so requested, the Contractor shall develop a CAP that outlines how the Contractor plans to correct performance and what constitutes successful completion of the CAP. Upon State's approval of the CAP, the Contractor shall execute the CAP, and upon successful completion of the CAP and correction of performance, seek the State's written release from the obligations of the CAP.

*Note: The State may choose to waive one (1) instance of non-compliance per Payment Milestone. If the State opts not to waive an instance of non-compliance, the withholds shall apply.

- **M&O Costs:** The Contractor shall be compensated monthly based on the M&O fees in Attachment G. For a given month, compliance with these Performance Targets will be reported to TDHS in a written report by the seventh (7th) business day of the following month.
 - **Performance Withhold for M&O:** The Contractor shall invoice for ninety percent (90%) of the monthly M&O fixed fee calculated in Attachment G. The 10% Performance Withhold for that month shall be retained by the State. The State may take the full following month to determine/confirm noncompliance.
 - i. If the State determines that the Contractor has no instance of noncompliance with M&O Performance Targets, the ten percent (10%) Performance Withhold is released and the Contractor can include that amount in their invoice for the following month.
 - ii. If the State determines there is noncompliance with one (1) or more M&O Performance Targets, the Contractor shall not include the ten percent (10%) Performance Withhold in the invoice for the following month and the ten percent (10%) Performance Withhold will be retained by the State permanently. Additionally, the State may request that the Contractor execute a CAP. If so requested, the Contractor shall develop and execute a CAP that outlines how the Contractor plans to correct performance and what constitutes successful completion of the CAP. The Contractor shall execute the CAP successfully, which is indicated by the State's written acceptance of the CAP execution.
 - c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A, without a formal amendment of this Contract based upon the payment rates detailed in Attachment G and as agreed pursuant to Section A.8, PROVIDED THAT compensation to the Contractor for such Change Order work shall not exceed seven percent (7%) of the sum of payments for project fees detailed in Attachment G (which is the total cost for the initial term (DDI and one (1) year of M&O). If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.
- C.4. System Infrastructure Impact (SII) Quantity Discrepancy Liability. The State and the Contractor agree that, in order to efficiently implement and operate the Solution described herein, the hardware and software in the quantities given in the Design Package, including the Contractor's response, must be procured and installed. The State will procure and, with the Contractor's assistance, install the additional required State-Standard Hardware/Software; the Contractor will procure and install any required Non-State-Standard Hardware/Software.

In the event that the quantities of State-standard Hardware/Software, as proposed by the Contractor and reflected in the Design Package, are insufficient to support the efficient operation of the Solution and it becomes necessary, during the term of this Contract, for the State to procure, at the State's expense, additional State-Standard Hardware/Software, the Contractor shall be responsible for the full cost, at the rates currently available to the State, of any additional hardware/software and/or System usage fees (including additional monthly infrastructure charges) that must be purchased or assessed.

In the event that the quantities of Non-State-Standard Hardware/Software, as proposed by the Contractor and reflected in the Design Package, are insufficient to support the efficient operation of the Solution and it becomes necessary, during the term of this Contract, for the Contractor to procure additional Non-State-Standard Hardware/Software, the Contractor shall be responsible for the full cost of any additional hardware/software and/or System usage fees (including additional monthly infrastructure charges) that must be purchased or assessed.

Provided, however, that the Contractor's financial liability for the additional hardware/software and/or System usage fees shall be reduced if the Contractor demonstrates, and the State agrees, that the discrepancy was due to any of the following occurring during the term of the Contract:

- a. Substantive change made by the State to the State's System Requirements as originally stated in the RFP;
- b. Substantive change made in the number of users of the System;
- c. Substantive change made by the State to the volume of data stored on the System.

In the event that the Contractor is financially liable, such reimbursement to the State may be in the form of a credit against any amount owed by the State to the Contractor, or absent a sufficient amount owed by the State to offset the Contractor's liability, direct compensation to the State.

C.5 Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.6. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Wayne Glaus, Chief Information Officer
Tennessee Department of Human Services
Polk Building, 13th Floor
505 Deaderick St
Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Department of Human Services;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

- b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.6.

C.7. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.8. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.10. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Wayne Glaus, Chief Information Officer
 Tennessee Department of Human Services
 Citizens Plaza Building, 4th floor Polk Building, 13th Floor
 505 Deaderick St
 Nashville, TN 37243
Wayne.Glaus@tn.gov
 Telephone # (615) 770-3891

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.

- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Equal Opportunity. The Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
- (2) Layoff or termination;
- (3) Rates of pay or other forms of compensation; and
- (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.10. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.12. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.15. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

- D.16. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.17. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.18. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.19. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.25. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws, regulations, and requirements in the performance of this Contract, including without limitation:

- a. Equal Employment Opportunity - Executive Order 11246, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339) as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II (41 CFR Part 60-1.4(b)));

(Executive Order 11246 prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.)

- b. Clean Air Act - All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h));
- c. Federal Water Pollution Control Act - All applicable standards, orders or requirements issued under 33 U.S.C.1251-1387, as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II);

- d. The Anti-Lobbying Act - - All applicable requirements under Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II;
 - e. Drug-Free Workplace - All applicable requirements under 41 U.S. Code § 8103 and provisions of Tenn. Code Ann. § 50-9-101 et. seq.;
 - f. The Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A) prohibiting discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.
 - g. Copeland "Anti-Kickback" Act (40 USC §276c and 18 USC §874) - The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act also requires the contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, C, D, E F, G, H, I, and J; Appendices 1, 2, 3, 4, and 5;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.

- D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than

thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than five million dollars (\$5,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than five million dollars (\$5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

b. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
The Contractor shall maintain single limits not less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

c. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

d. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than **one million dollars (\$1,000,000)** per claim and **one million dollars (\$1,000,000)** in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than **two hundred and fifty thousand dollars (\$250,000)**. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.34. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information,

regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.5. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.6. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.7. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.8. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
 - a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

- (3) The Contractor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Contractor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Contractor meets FedRAMP standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Contractor shall provide proof of current certification annually and upon State request.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

Contractor shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) The Contractor shall conduct and provide the results of a security risk and impact assessment prior to releasing the System into UAT in alignment with the current version of National Institute of Standards and Technology ("NIST") 800-30 guidance methodology and certify that the Common Weakness Enumeration ("CWE")/SysAdmin Audit Network and Security ("SANS") Top 25 Most Dangerous Software Errors (<http://cwe.mitre.org/top25>) have been mitigated (and document the mitigation).
- (7) The Contractor shall ensure that the System meets State and federal security requirements, such as those published in IRS Publication 1075 and NIST 800-53.
- (8) The Contractor shall identify and implement, where practical, cost-effective security controls or enhancements to existing controls for the System;

- (9) The Contractor shall implement Transport Layer Security (TLS) 1.2 encryption for any Web or network information exchanges as well as an Advanced Encryption Standard (AES) 256 encryption algorithm.
- (10) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the System so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the System requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and the System to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures, including a State-approved Disaster Recovery and Business Continuity Plan, which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
 - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 Hours
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 72 Hours
 - (2) The Contractor shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
 - (3) In the event of a disaster and in coordination with STS, the Contractor shall;
 - i. Recover the System and bring it back online;
 - ii. Recover data and storage according to Recovery Time Objective (RTO) requirements; and
 - iii. Assist with/resolve remediation of recovery issues.
 - a. Identify appropriate resources to support TDHS' disaster recovery /business continuity planning, testing, and execution.
 - b. Perform Contractor-specific tasks outlined in the Disaster Recovery / Business Continuity Plans within the agreed-upon timeline.
 - c. Be contactable and maintain a call tree to ensure TDHS can contact the Contractor and the resources required to assist with the recovery.
 - d. Support the State in refreshing each System environment to support the recreation of the environments and to support diagnostics and problem resolution as necessary.
 - e. Provide specifics on recovery of business processes and recovery procedures whose topics include, but are not limited to:

- iv. Steps required to recover the application;
 - v. Order of recovery steps; and
 - vi. Verification processes.
- e. Additional Security Administration Requirements. The Contractor shall:
- (1) Implement physical and logical security as per the approved Security Plan (See Contract Section A.16)
 - (2) Establish access profiles and policies for adding, changing, enabling/disabling, and deleting log-on access of TDHS employees and other users.
 - (3) Review all security patches relevant to the environment and classify the need and speed in which the security patches should be installed as defined by security policies.
 - (4) Support TDHS in producing security-related activities such as report development, controls documentation, HIPAA compliance activities, IRS 1075 compliance activities, performing security audits, etc.
 - (5) Develop and maintain all documentation required for security audits and internal control and control testing.
 - (6) Place and support the System with particularly sensitive data in controlled access areas. Only end users with authorized access permission will be allowed to enter these areas (e.g., read access in the System's logs, write access in some folders, etc.).
 - (7) Provide a documented set of controls that is used to ensure the separation of data and security information among customer applications.
 - (8) Provide reviews for the security of the System and any supporting code, such as Ajax, ActiveX controls, and Java applets that are used.
 - (9) Ensure background checks are performed on Contractor personnel with administrative or other privileged access to servers, applications, or customer data.
 - (10) Provide documented procedures for super user privilege management and database activity monitoring controls or the equivalent to detect inappropriate behavior by personnel with administrative access.
 - (11) Provide a documented process for evaluating security alerts, shielding the System from attack until patched, and installing security patches and service packs.
 - (12) Provide documented procedures for security monitoring and log management functions and use write-once technology or other secure approaches for storing audit trails and security logs.
 - (13) Provide documented procedures and establish procedures for vulnerability management, intrusion prevention, incident response, and incident escalation and investigation.
- f. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.
- If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the

prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

- E.9. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.10. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.11. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.12. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352.

- E.13. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP #34501-13219 and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-

disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.14. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.15. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.16. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor.

Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.17. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.18. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

DANIELLE W. BARNES, COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

FEDERALLY MANDATED REQUIREMENTS FOR TECHNOLOGY SERVICES CONTRACTS WITH ACCESS TO FEDERAL TAX RETURN INFORMATION

Federal Tax Information ("FTI") includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS), or Centers for Medicare and Medicaid Services (CMS), or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement. FTI includes any information created by the recipient that is derived from federal return or return information received from the IRS or obtained through a secondary source.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- (10) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of

his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the State, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

LETTER OF DIVERSITY COMMITMENT
SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____%)

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

STATE ENTERPRISE TECHNOLOGY ARCHITECTURE

[PRIOR TO CONTRACT APPROVAL, THE STATE WILL INSERT THE STATE ENTERPRISE TECHNOLOGY ARCHITECTURE.]

TENNESSEE ENTERPRISE INFORMATION SECURITY POLICIES

**[PRIOR TO CONTRACT APPROVAL, THE STATE WILL INSERT TENNESSEE ENTERPRISE
INFORMATION SECURITY POLICIES.]**

TECHNICAL INFRASTRUCTURE HARDWARE / SOFTWARE LIST

[PRIOR TO CONTRACT APPROVAL, THE STATE WILL TRANSCRIBE HERE THE LIST OF HARDWARE/SOFTWARE THAT THE STATE OR THE RESPONDENT WILL PURCHASE TO SUPPORT THE SYSTEM, AS PROPOSED BY THE RESPONDENT IN RESPONSE TO RFP ATTACHMENT 6.2, SECTION C, ITEM C.34 AND RFP ATTACHMENT 6.2, SECTION E. THE STATE WILL SEPARATELY LIST STATE-STANDARD AND NON STATE-STANDARD HARDWARE/SOFTWARE (TO BE PURCHASED BY THE STATE).]

CONTRACT PRICING

[PRIOR TO CONTRACT APPROVAL, THE STATE WILL INSERT THE RESPONDENT'S PRICING INTO THIS ATTACHMENT]

FUNCTIONAL REQUIREMENTS

See Microsoft Excel file, "RFP 34501-13219 Attachment H – Functional Requirements.xlsx"

[CONFIRM FILE NAME BEFORE POSTING]

TECHNICAL REQUIREMENTS

See Microsoft Excel file , “RFP 34501-13219 Attachment I – Technical Requirements.xlsx”

[CONFIRM FILE NAME BEFORE POSTING]

TECHNICAL INFRASTRUCTURE HARDWARE / SOFTWARE LIST: SII WORKSHEET

[PRIOR TO CONTRACT APPROVAL, THE STATE WILL INSERT SII IMPACT WORKSHEET FOR THE TECHNICAL INFRASTRUCTURE HARDWARE / SOFTWARE LIST]

RFP # 34501-13219 SYSTEM TECHNICAL ARCHITECTURE ASSESSMENT

- 6.7.1 Eligibility and Benefits Management System Infrastructure Overview. It is important for the State to understand, as completely as possible, the hardware/software infrastructure that will be required to develop, implement and operate (collectively, “support”) the Eligibility and Benefits Management System. Because these considerations have a direct and significant impact on the overall cost of the system, they must be factored into the RFP evaluation process and the vendor compensation structure. To this end, the State must evaluate the following aspects of the system infrastructure:
1. Potential or actual deviations from State-standard hardware and software. This could include, but is not limited to, Contractor-owned or third-party software, such as reporting or development tools (the vendor will purchase and license all non-State-standard hardware and software, and transfer the ownership/licensure of these products to the State at the end of the Contract term);
 2. Any additional State-standard hardware/software that the State must purchase to implement/operate the Eligibility and Benefits Management System (the State will purchase State-standard hardware and software);
 3. The impact on the State’s System Infrastructure Impact (SII) of core components such as servers, database software, and storage requirements that will be required to support the Eligibility and Benefits Management System.
- 6.7.2 The State’s Enterprise Technology Architecture. The State maintains a document entitled State of Tennessee Enterprise Technology Architecture. This document provides a list of State-standard hardware and software and will be the basis for determining which proposed products are standard, and which are deviations from State standards.
- The Respondent may request a copy of the Enterprise Technology Architecture by submitting a written request (an email will suffice) to the Solicitation Coordinator listed in RFP Section 1.4.2.1. The content of this document may prompt Respondent questions and/or significantly impact proposals; therefore, the State encourages interested Respondents to request this document and review it carefully prior to the Written Comments Deadline given in RFP Section 2.
- When a Contract is executed pursuant to this RFP, the State of Tennessee Enterprise Architecture will be included as Contract Attachment D.
- 6.7.3 Exceptions to State Standards. If the Respondent intends to request any exceptions to State Standard products as defined in the Enterprise Technology Architecture or if the Respondent wishes to propose any products which do not appear in the Enterprise Technology Architecture, Respondents should make formal requests to do so during the Written Comments process described in RFP Section 1.4.4. State receipt of the written exception requests should be no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. See RFP Attachment 6.7 Section 6.7.8, Exception Requests to State Standards, for more detail.
- 6.7.4 Additional State-Standard Hardware/Software. In addition to the exception requests described in the preceding section, the State will also require potential Respondents to submit complete and detailed lists of all State-standard hardware and licensed software required for the Eligibility and Benefits Management System. Potential Respondents will submit this list during the Written Comments process described in RFP Section 1.4.4. The

State has created a table format for this purpose, which is found in RFP Attachment 6.7 Section 6.7.9.

NOTE: The Respondent is not required to include in the above list of additional State-standard hardware/software the core Eligibility and Benefits Management System application, or ancillary items such as networking components, and user workstations.

6.7.5 When the State receives the tables completed as described above, during the Written Comments process, the State will: (1) consider any requests for exceptions to State standards; and (2) assess the impact of the requested hardware/software on the State's system infrastructure.

6.7.6 System Infrastructure Impact ("SII") Assessment. In order to evaluate the SII impact, the State will require Respondents to identify, from a list of State-Standard Hardware/Software components, specific infrastructure configurations that will be required to support the Respondent's System Solution. See also RFP Attachment 6.7 Section 6.7.10. The State has provided vendors with a worksheet (RFP Attachment 6.2, Section E) detailing the point-scoring system that will be used to evaluate the impact of the hardware/software required by the Respondent's Solution. The Respondent must fill out RFP Attachment 6.2, Section E, choosing from the mandatory hardware and software provided therein. Respondents will enter the specific quantities required for each required infrastructure component. The Respondent cannot propose other hardware/software options (State-Standard or otherwise) in lieu of the hardware/software in RFP Attachment 6.2, Section E.

Please note that the database and operating system types are excluded from the worksheet due to the fact that this is protected, proprietary State information. In the worksheet, Databases and Operating Systems are referred to as DB – 1, OS – 1, etc. **In order to obtain the SII Worksheet key, the Respondent must submit a written request to the solicitation coordinator listed in RFP Section 1.4.2.1.** This will provide the cross reference between the titles used in the worksheet to the actual Database and Operating System types. This request shall be submitted at the same time as the request for the Technical Architecture, and shall be contingent upon the State's receipt of a signed NDA as described in Section 6.7.2.

In the event that a vendor has requested, during the Written "Questions & Comments" process and in accordance with RFP Attachment 6.7, Sections 6.7.8 and 6.7.9, Exception Requests to State Standards or State-Standard items that, in the State's judgment, will have a significant impact on the State's System infrastructure, the State will modify the SII Worksheet to accommodate additional items or changes to existing items. As a part of the Technical Proposal, the Respondent will fill out the final version of the Worksheet in Section E, listing specific quantities of each component required, and submit this Worksheet as a part of the Technical Proposal.

The Worksheet will be scored as a part of the Technical Proposal, in accordance with the instructions given in RFP Section 5.2.1.4. For a detailed description of the SII evaluation process see RFP Section 5.2.1.4 and RFP Attachment 6.2, Section E.

6.7.7 Baseline System Infrastructure. The hardware/software items from the following documents will be consolidated and listed in the Design Package:

1. Approved exceptions to State-Standard Hardware/Software
2. The list of required additional State-Standard Hardware/Software
3. The list of hardware/software from the SII Worksheet, which will be submitted with the successful vendor's Technical Proposal.

The Design Package will then be as complete a representation as possible of the technical infrastructure required to support the Eligibility and Benefits Management Solution. It will include quantities for every item listed, and the State will hold the successful vendor to these quantities. In the event that the vendor misrepresents, intentionally or unintentionally,

the quantities of infrastructure items required, then the vendor must reimburse the State for the cost of additional items, with some exceptions, as described in Contract Section C.4.

6.7.8 Exception Requests to State Standards

6.7.8.1 The use of non-State standard products (software products, hardware products, and/or communications protocols) in the proposed solution is an exception request to State standards. The State will consider new products and exceptions to the Enterprise Technology Architecture, but not without research and confidence that exceptions will not jeopardize the safety and dependability of Tennessee's technical environment.

Non-State standard products are defined as:

- Any software that is not listed and designated as Current in the Tennessee Enterprise Architecture; or
- Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the Tennessee Enterprise Architecture.

The State's goal is to limit the proliferation of non-standard technologies. **Non-standard technologies present an undue burden on the State in terms of additional training, maintenance and operational costs that the State would otherwise not incur.** Therefore, the State encourages vendors to propose solutions that use State standard products.

The services requested through this RFP should be provided within the technical environment and State standards described by the Tennessee Enterprise Architecture. The proposed solution must either fully comply with the State's Architecture, or exception(s) to State standards should be requested, as described in the following sections.

IMPORTANT NOTE: in the event that there is no Domain, Discipline, Technology Area, or Product Component covering the product that the vendor would like to use (i.e., there is no current State standard for the product), this still constitutes an exception, and the vendor should request an exception request to use the product in question.

Exception request(s) to use non-State standard product(s) in the proposed solution must be approved in writing by the Department of Finance and Administration, Strategic Technology Solutions (STS).

6.7.8.2 Exception requests to State standard products should be submitted in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. For each non-State standard product, the written information must describe why the State standard product will not support the solution, the functionality that the exception product provides, and how the exception product will be used in the proposed solution.

Please use the form below to indicate any deviations from Tennessee's technical standards that the proposed solution will necessitate, or request for waiver in the event a standard does not exist. The Respondent may reproduce the table and add rows as necessary accommodate a greater number of requested exceptions.

Reference the "Technology Architecture Product Standards" section of Enterprise Technology Architecture and enter the standard product in the first column, the full name of the exception product requested, the required quantity, and the reason why the state standard product will not support the bid solution. If a standard does not exist in the Enterprise Technology Architecture, enter the full name of the product requested for the waiver, and the reason the product is needed as part of the vendor's solution. In addition to the "Reason" described above, also include a

description of the functionality provided by the non- standard product, and how the non-standard product will be used.

Standard Product as listed	Exception Product Requested	Quantity Required	Reason State Standard Won't Support Solution (or) Reason Product is Needed / Functionality Provided / How the Product Will Be Used

Requesting and receiving approval of non-State standard product(s) prior to submission of the Response will eliminate the risk of disqualification for proposing the product(s).

1. Responses that include non-State standard product(s), **which were submitted to the State as a Written Comment and approved**, will not be disqualified for proposing the approved non-State standard product(s).
2. Responses that include non-State standard product(s), **which were submitted to the State as a Written Comment and disapproved**, will be disqualified for proposing the disapproved non-State standard product(s); unless the Respondent will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by STS, at no additional cost to the State.
3. For Responses that include non-State standard product(s), **which were not submitted to the State as a Written Question and approved** as an exception, STS will evaluate the proposed product(s) on a case-by-case basis. The decision to allow or disallow such products shall be at STS's sole discretion and shall be documented through a written clarification. If product(s) are disallowed, the Response will be disqualified, unless the Respondent will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by STS, at no additional cost to the State.

A list of the approved and disapproved exception requests to State standard products submitted in writing and received by the State no later than the Written Comments Deadline will be published as an amendment to the RFP.

Approval of non-State standard product(s) grants permission for any Proposal to include the product(s); i.e., use of an approved non-State standard product is not limited to the vendor that submitted the written request for approval.

- 6.7.8.3 The Respondent will submit a final version of the exception product request table from Section 6.7.8.2, above, in response to RFP Attachment 6.2, Section C, Item **C.34**. In the event that the Respondent was forced to revise any hardware/software quantities as a result of information learned during the Written Comments process, the final table will reflect the revised quantities.

The successful Respondent will purchase, and provide any required licenses/maintenance agreements for, all hardware/software that appears on the final table of approved exception requests, in the specific quantities that the Respondent has defined therein. At the end of the Contract term, the Contractor will transfer any required licenses and/or maintenance agreements to the State. The Respondent should include any costs within its Cost Proposal for these items.

6.7.9 **Additional Required State-Standard Hardware/Software**

6.7.9.1 The Respondent must describe any State-standard hardware and software, in addition to the hardware/software described in the Exception Requests to State Standards section above that is required to support the Eligibility and Benefits Management System during the life of the Contract. Note that the Respondent is not required to list the core Eligibility and Benefits Management System application, or ancillary hardware/software items such as networking components, and user workstations. State-standard Product Components are listed and designated as "Current" in the Tennessee Enterprise Architecture.

6.7.9.2 Any and all additional required State standard hardware/software products should be submitted in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. For each additional State-standard product, the written information must describe the functionality that the additional product provides, and how the additional product will be used in the proposed solution. Provide this information by completing and submitting it no later than the Written Comments Deadline in the form of the following table (the Respondent may duplicate this table and add rows as necessary to reflect a greater number of required items):

Standard Product as listed	Quantity Required	Functionality Provided / How the Product Will Be Used

In filling out the above table, do **NOT** include any items that are included on the System Infrastructure Impact table referred to in Section 6.7.10, below. There must be no redundancy between these two tables.

6.7.9.3 The Respondent will submit a final version of the table from Section 6.7.9.2, above, in response to RFP Attachment 6.2, Section C, and Item C.34. In the event that the Respondent was forced to revise any hardware/software quantities as a result of information learned during the Written Comments process, the final table will reflect the revised quantities.

The State will purchase all hardware/software that appears on the Standard Products list that the vendor submits, in the specific quantities stated therein. The vendor will not be required to reimburse the State for the purchase of these items and should **NOT** include any costs within its Cost Proposal for these items.

6.7.10 **System Infrastructure Impact (SII)**

6.7.10.1 In order to evaluate SII, the State has created a specific section of the Evaluation Guide (RFP Attachment 6.2, Section E). Please refer to this Section E for detailed instructions for completing this portion of the Proposal.

The State will purchase all hardware/software that appears on the SII Worksheet submitted in the Technical Proposal, in the specific quantities stated therein. The vendor will not be required to reimburse the State for the purchase of these items and should **NOT** include any costs within its Cost Proposal for these items.

6.7.11 **Vendor Financial Liability for Inaccurate System Infrastructure Specifications**

6.7.11.1 In the event that the vendor misrepresents, intentionally or unintentionally, the quantities of infrastructure items required, then the vendor must reimburse the State for the cost of the additional line items, with some exceptions, as described in Contract Section C.3.d.

NONDISCLOSURE AGREEMENT

Between the State of Tennessee, Department of Human Services

And [LEGAL ENTITY NAME]

THIS AGREEMENT (hereinafter referred to as the "Agreement") made effective this ____ day of **MONTH, YEAR**, by and between the State of Tennessee, Department of Human Services (the "State") and [LEGAL ENTITY NAME] having its principal place of business at [ADDRESS] , and its agents, assigns, employees, affiliated companies, subsidiaries, departments, wholly owned companies and contractors (the "Company"), (individually, the "Party" and collectively, the "Parties") agree as follows:

1. Material and information, regardless of form, medium or method of communication, provided to the Company by the State or acquired by the Company on behalf of the State shall be regarded as "Confidential Information." Confidential Information shall include, but not be limited to, all State information regarding electronic information processing systems, telecommunications systems, or other communications systems of the State, and shall also include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property; and (D) the identity of a vendor that provides to the state goods and services used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information shall be confidential.
2. The Company shall safeguard and hold in strict confidence such Confidential Information and prevent disclosure thereof to third parties without the written consent of the State. The Company shall further restrict disclosure of such Confidential Information to only those employees who have a need to know and who have executed a nondisclosure agreement to protect Confidential Information at least as protective as this Agreement.
3. Nothing in this Agreement shall permit Company to disclose any Confidential Information, regardless of whether it has been disclosed or made available to Company due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law. To the fullest extent allowable under applicable law or regulation, the Company shall promptly notify the State and provide a reasonable opportunity to oppose any disclosure required under state or federal law. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law.
4. The Company agrees and represents that Confidential Information delivered by the State to the Company shall be used solely for the purpose of responding to Request for Proposals # **34501-13219** issued by the State on **Month Day, Year**. No other use of the Confidential Information is granted without the written consent of the State. In the event the State gives its approval for the Company to disclose Confidential Information to a third party, the Company shall ensure that all such disclosures are marked with appropriate legends, the receiving third party enters into a non-disclosure agreement to protect Confidential Information with terms at least as protective as those contained in this Agreement, and any other conditions reasonably required by the State in order to preserve the confidential nature of the information and the State's rights therein.
5. This Agreement is made effective as of the date set forth above and may thereafter be terminated by either party upon the giving of thirty (30) days written notice to the other party of its

intention to terminate. Upon termination of this Agreement, the Company shall promptly return to the State all materials and copies containing the Confidential Information. All obligations on the Parties regarding protection of Confidential Information under this Agreement shall survive termination of the Agreement.

6. This Agreement shall not be construed as a teaming, joint venture or other such arrangement; rather, the Parties hereto expressly agree that this Agreement is for the purpose of protecting Confidential Information only.

7. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Agreement shall not be affected and shall remain in full force and effect. The terms and conditions of this Agreement are severable.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Company acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

9. If any court rules that Company has breached this Agreement, Company shall reimburse the State for its cost of litigation, including attorney's fees, as well as any damages awarded by the court.

10. Nothing in this Agreement shall be construed to convey to Company any right, title or interest or copyright in the Confidential Information, or any license to use, sell, exploit, copy or further develop the Confidential Information.

11. This Agreement contains the entire understanding between the Parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports, and agreements between the Parties in respect thereto. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, this Nondisclosure Agreement has been duly executed by the Parties hereto as of the date first set forth above.

The State of Tennessee
Department of Human Services

[Legal Entity Name]

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1: TDHS AND ENTERPRISE SYSTEMS MODERNIZATION

1. TDHS Background

TDHS is the State's lead agency in improving the well-being of the Tennesseans who are economically disadvantaged, vulnerable or living with disabilities, through a network of financial, employment, protective and rehabilitation services. TDHS is responsible for administering numerous services throughout Tennessee, including Families First (the state's Temporary Assistance for Needy Families ("TANF") program), Supplemental Nutrition Assistance Program ("SNAP"), Child Support, Child Care, Adult Protective Services, and Rehabilitation Services. Through these programs, TDHS provides the citizens of Tennessee with benefits and services to assist them with such essentials as food, shelter and childcare, and financial support for their children.

2. ESM Solution Vision

TDHS is transforming the department with a model of practice that focuses on a person/family centric approach to programs and services, which is reliant on tools provided by a contemporary technology solution. Through the ESM Solution, TDHS plans to modernize and replace the TDHS Legacy Systems. The vision of the ESM Solution is to deploy a set of integrated applications aligned with and capable of supporting TDHS' customer-focused model of practice, focused on a "no wrong door," robust customer self-service and an approach to delivering coordinated and highly-informed services to best support a customer's full breadth of needs.

To achieve this vision, TDHS must move to a more integrated and coordinated model of practice for its core businesses including accountable planning, policy development and delivery of services in programs enabled by contemporary technology.

Some of the core benefits to TDHS expected from the ESM Solution include:

- Robust self-service, coordination of services to achieve efficiency and effectiveness, and ability to establish universal workload distribution where and when possible
- Contemporary technology with a modern look and feel
- Technology that is cost-effective to operate and maintain. This includes using existing State technology investments where they offer the best value to TDHS and the State
- Technology that is fully adaptable and extensible as business conditions and TDHS strategies change
- Ability to leverage shared technology and business components, when possible

ESM will utilize an enterprise approach which places emphasis on establishing a set of standards for the hardware, software, interoperability, data governance, management and operations, and hosting of the technical solutions supporting TDHS programs. Together these programs serve over two million Tennesseans and support over 3,600 TDHS employees. The key enabler of this approach will be the Enterprise Integration Platform ("EIP"), a Service-Oriented Architecture ("SOA") foundation based on standardized technology infrastructure components and interoperable technical and business services.

APPENDIX 2: ENTERPRISE INTEGRATION PLATFORM (“EIP”)

1. EIP Components

The EIP consists of the following reusable EIP components / business capabilities:

- **Common Web Based Gateway Portal:** One-stop-access and robust customer self-service from different device types. Includes UI and user experience management, access control, collaboration, communications, and document search capabilities;
- **Integrated Eligibility/Benefits Capabilities Management Rules Engine:** Rapid response to changes in policy and rules at the state and Federal level. Determines eligibility and benefits for TDHS programs for an integrated eligibility application and screening/application/determination;
- **Enterprise Information Exchange Capabilities ESB and Integration Brokerage):** Data exchange using National Integration Exchange Model (NIEM) standard, access to common enterprise services, harvesting data from variety of source applications and populating multiple data stores, hub and spoke application integration through a TDHS Hub, and provision of data services hub. Includes discovery services, application and data integration, ECM, consent management, and security management;
- **Master Data Management:** Key person indices connecting diverse applications, ensuring data consistency and improving data quality. Includes master person index, master provider index and record locator service;
- **Security and Privacy Management:** Enterprise-wide identity, access and privacy management
- **Shared Analytics and BI:** Enterprise-wide access to performance management dashboard, ad hoc queries, and analytics driven alerts and notifications. Includes integration, analysis and delivery of analytics in the form of alerts and notifications and reports.

2. EIP Technical Reference Architecture

The EIP's planned technology must provide the following business and technical capabilities and key benefits:

- Robust self-service that enables customers, partners and providers to complete significant portions of their interaction with TDHS independently through end user device of their choice
- Coordination of services to achieve efficiency and effectiveness of service delivery, and ability to establish universal workload distribution capabilities where and when possible, across the State
- Contemporary technology with a modern look, feel and user experience
- Technology that is cost-effective to operate and maintain
- Technology that is modular, interoperable, agile, reusable and fully adaptable and extensible as business conditions and TDHS strategies change
- Ability to leverage shared technology and business services and components
- Based on the ESM Solution vision and imperatives, an EIP with common key capabilities to support the needs of all in-scope business units
- Enablement of the ESM vision by moving from program-centric to person-centric model of practice

The EIP will allow TDHS to move from large Legacy Systems in a siloed environment to an agile, flexible, interoperable, and extensible enterprise platform based on SOA principles and best practices.

TDHS intends to procure both State-hosted and cloud-hosted EIP components.

The seven-layer Technical Reference Architecture is further described below. The use cases developed during the feasibility study can be found in Appendix 4.

- **Presentation Layer** – Contains the components that implement and display the UI and manage user interaction. This layer includes controls for user input and display, in addition to components that organize user interaction.
- **Business Services Layer** – Captures the business logic, which is defined as any application logic concerned with the retrieval, processing, transformation, and management of application data; application of business rules and policies; and ensuring data consistency and validity
- **SOA Foundation/Application Layer** – Backbone of all application services, designed to be interoperable and fully modular, allowing for selection of components on a build-as-you-go basis, by adding components as new requirements are addressed.
- **Data Services Layer** – Provides an abstraction layer for independent data access. These components abstract the logic required to access the underlying data stores. They centralize common data access functionality in order to make the application easier to configure and maintain.
- **Integration/Interoperability Services Layer** – Enables interoperability providing the capability to mediate transformation, routing, and protocol conversion to transport service requests from the service requester to the correct service provider.
- **Security Layer** – Describes the framework for security and privacy architecture components where security, privacy and consent are envisioned to be designed into the ESM Solution to safeguard TDHS data, uphold privacy and gain consent for confidential personally identifiable information (“PII”) and protected health information (“PHI”) data.
- **Infrastructure Layer** – Describes the various infrastructure requirements required to implement the ESM Solution.

APPENDIX 3: FAMILY ASSISTANCE CURRENT SYSTEMS BACKGROUND

Legacy Systems

Below is a summary of the Legacy Systems being replaced or modernized to some extent through the ESM Project, the functionality supported, the key technologies used and the approach used to operate and host these Legacy Systems. This information is provided as a reference for the Contractor to understand the scope and undertaking of the ESM Project effort as a whole, and the Contractor's Scope of Services within that.

The Automated Client Certification and Eligibility Network for Tennessee (ACCENT)

ACCENT is a transfer solution from the State of Ohio and was fully deployed in Tennessee in 1993. Significant customization was required to meet the State's requirements. ACCENT is an integrated solution, built on legacy mainframe technologies, to support eligibility processing for TANF, SNAP, and Medicaid. Medicaid eligibility functions are no longer used in ACCENT as Medicaid eligibility is now the responsibility of TennCare and they are in the process of developing a separate healthcare eligibility application.

Functionality Supported

- Intake/Applications
- Eligibility Determination
- Benefit Issuance
- Renewals/Change in Circumstance
- Financial and Administrative Support

ACCENT Profile

- 8,100 Users (User roles)
- 31,000 TANF Assistance Units
- 550,000 SNAP Assistance Units

Technical Architecture

- Development Environment: COBOL, Telon, SAS, EZRetrieve
- Database Environment: IMS DB/DC, z/OS platform
- # Tables/Data Set Segments: approximately 2000
- 3,845,000 lines of code
- Infrastructure outsourced to IBM Datacenter in Colorado

Interfaces

- TN Department of Health
- TN Department of Corrections
- Federal Bureau of Prisons
- Federal Data Services Hub (HHS and IRS)
- TN Department of Labor and Workforce Development
- US Postal Service
- Food and Nutritional Services (FNS)
- Social Security Administration (SSA)
- Office of Child Support Enforcement (OCSE)
- Employment and Training Vendors
- TN Department of Education
- EBT Vendor (benefit issuance)

ACCENT Issues

- Inadequate UI
- Lack of integration; user has to log in to multiple applications to get access to information
- Payment cutoff issues cause the business to generate auxiliaries

- ACCENT is not designed to support key imperatives like self-service, no wrong door, and streamlined workflow
- There is minimal error checking and data validation
- The underlying IMS database has a capacity limit without significant time and resource investment
- Multiple code development techniques are intermingled – COBOL, Telon
- Due to the monolithic nature of the code, it is very difficult to have more than one team work on concurrent development since one change may impact the other
- Business rules for eligibility are imbedded in the code and, therefore, difficult to modify

Claims Online Tracking System (COTS)

COTS is a mainframe application used to track all SNAP and TANF benefit overpayment claims. COTS is primarily used to capture specific information about the claim including recipient information, overpayment periods and amounts, classification, accounting and payments, and associating notes or narratives. It is also used for Federal reporting.

Functionality Supported

- Track benefit overpayment claims
- Claim recipient information
- Overpayment periods and amounts
- Accounting and payments

COTS Profile

- 6,100 Users (User roles)
- 185,000 TANF Claims
- 590,000 SNAP Claims

Technical Architecture

- Development Environment: Cobol, SAS, Attachmate
- Database Environment: IMS DB/DC, z/OS platform
- Tables/Data Set/Segments: 26 Databases, 49 segments, 3,252 datasets
- 56 screens, 209 batch jobs
- 286,180 lines of code
- Infrastructure outsourced to IBM Datacenter in Colorado

Interfaces

- ACCENT (TN Eligibility Application for TANF/SNAP)
- Tennessee Education Lottery Corporation
- FNS Treasury Offset Program System (TOP)
- FNS Electronic Disqualification Recipient System (EDRS)
- TN Department of Finance –Edison accounting application

COTS Issues

- COTS does not support entire claims process from referral through account receivables
- Does not provide narrative documentation across the business process, adjudication processing, collections and repayment, and online calculation, documentation, and storage of overpayment budgets and amounts
- Reporting is rudimentary, non-flexible, and time consuming as it is built in an older technology.
- Lacks robust tracking capabilities, including the ability to produce parameterized ad-hoc reporting and dashboard creation
- Inadequate UI
- Loose coupling with ACCENT results in an inefficient business process of end-to-end processing of overpayment, recoupment, fraud detection and management.

Appeals Resolution Tracking System (ARTS)

ARTS was written in-house and implemented in January of 2005. It is a Windows application which was written using Visual Studio .NET 2003 with a SQL Server database. ARTS accepts appeals filed by individuals who are dissatisfied with any action or inaction when applying for or receiving services in any program administered by DHS. Appeals are then tracked and managed from inception through resolution. Administrative Disqualification Hearings are also tracked in ARTS. Processes through ARTS include scanning and classification of all appeal-related documents, guiding and tracking conciliatory efforts, automated creation of tasks in work queues, scheduling hearings on dockets, generating letters to clients, and creation of flat files for ACCENT.

Functionality Supported

- Appeal tracking for eligibility and benefit determinations
- Appeal Resolution
- Administrative disqualification hearings
- Guiding and tracking conciliatory efforts

Programs Supported

- All TDHS programs for which an appeal can be requested including TANF, SNAP, Child Support, and Child Care programs.

ARTS Profile

- 1,164 Users (User roles)
- 150 windows
- # Appeals filed annually
 - TANF: 4,207
 - SNAP: 20,327
 - Child Care: 96
 - Child Support: 2,514

Technical Architecture

- Development Environment: VS.Net 2003 Visual Basic
- Database Environment: SQL, Windows operating platform
- 150 windows
- 349 tables/ 17 batch jobs

Interfaces

- Flat files to ACCENT

ARTS Issues

- A lack of full functionality to send an appeal back to the Conciliation Unit once it has been sent to the Case Prep Unit resulting in manual re-routing
- A lack of functionality to reverse creation of certain documents by marking them as canceled or deleted so that ARTS can act as if they had never been created
- Slow processing around document retrieval and creation is deemed unsatisfactory now that the documents
- ARTS allows linked appeals to share ARTS-generated documents only up through the Notice of Hearing process.
- The versions of .NET framework used (v1.1) and programming software used (Visual Studio .NET 2003) are no longer supported by Microsoft

APPENDIX 4: EXCERPTS FROM 2017 BUSINESS PROCESS ANALYSIS

This Appendix contains excerpts of the Business Process Analysis developed during the TDHS's 2017-18 feasibility study. This describes workflows and use cases that represent the vision for the ESM Solution and included as a reference. Please note that several TDHS program areas are not in the Scope of Services for this Contract (Child Care Eligibility, Child Support, Child Care provider licensing, Child Care provider payments, and Appeals and Hearings for Child Care and Child Support).

Please see the separate file entitled "RFP 34501-13219 Appendix 4 (BPA Excerpts)."

APPENDIX 5: INTERFACES

Legend for Data Flow Column

I = Uni-directional interface where the data flows FROM the external application

O = Uni-directional interface where the data flows TO the external application

I/O = Bi-directional interface where the data flows both TO and FROM the external application

Note: UC refers to "Use Case". The Use Cases can be found in Appendix 4.

Req #	Use Case Reference	Interfacing Entity	System Name / File Name	Data Flow
Family Assistance				
G4.1	UC 3 - Process Application (Also apply to UC 10 - Process customer Change and UC 11 - Process Redetermination)	Verification of information included in individual applications (applies to UC 3, UC 10 and UC 11 and UC 11 and these interfaces should be run periodically to take account of individuals changing circumstances and not only at points in business process for applications and reported changes) using data obtained from systems including the following:		
		TN Department of Health	Vital Statistics System: An interface with the legacy system currently exists but the requirement for the planned system is to include additional data not in the current interface such as EPSDT participation, Immunization records, Death records.	I
		TN Department of Corrections	Institutionalization Records	I
		Federal Bureau of Prisons	Institutionalization Records	I
		TN Department of Safety, Office of Homeland Security	Motor Vehicle License System: No such interface with the legacy system currently exists	I
		Department of Health and Human Services (HHS) & Internal Revenue Services (IRS)	Federal Data Services Hub	I/O
		TN Department of Labor and Workforce Development	New Hire System; Wage match, unemployment compensation	I
		US Postal Service	Address Verification Service	I
		Food and Nutritional Services (FNS)	Electronic Disqualified Recipient System (eDRS)	I/O
		Social Security Administration (SSA) - Bendex, SVES	Social Security Online Query, Monthly, Annual processing for mass changes	I/O
		Veterans Administration	PARIS Reporting	I
		Office of Child Support Enforcement (OCSE)	National Directory of New Hires (NDNH)	I
		TN Education Lottery Commission	TELC	I
		Food and Nutritional Services (FNS)	National Accuracy Clearinghouse (NAC) - Multi-State contributory solution that reduces duplicate participation/benefits and fraud in SNAP. This is expected to be expanded to include Tennessee.	I/O
		US Citizenship and Immigration Program	Systematic Alien Verification for Entitlements Program (SAVE). This verifies non-citizen status. This is a potential interface if feasible. Currently caseworkers manually go into this system to query citizenship status for qualified aliens	TBD
G4.2	UC 4 - Conduct Eligibility Interview	Verification of information provided during the interview by the Counselor using data obtained from systems including the following:		
		Employment & Training Vendors- TN Dept of Labor and Workforce Dev. subcontracts with vendors and provides data to TDHS via (VOS)	Systems individually implemented by any of the contracted vendors to TDHS that send data to TN Labor and Workforce Dev. Which then sends to TDHS	I/O
G4.3	UC 6 - Complete Eligibility Determination	Referral to ECMS (Employment and Case Management Services) vendors interface		I/O
G4.4	UC 7 - Issue Benefits	Transfer benefits to customers electronically by an interface to the EBT vendor		O
G4.5	UC 10 - Process customer Change	Process changes to customer information based on information obtained by interfaces from a number of system including those listed above for UC 3, UC 10 and UC 11) and in addition the following interfaces providing triggers based on changed circumstances:		
		TN Department of Education	School Enrollment System - to confirm school enrollment after a child's 18th birthday; School enrollment at any age; Lunch program eligibility; attendance	I/O

Appeals and Hearings				
G4.25	UC 32 - File Appeal Request	For exchanging information related to appeal requests the System will include		O
Program Integrity				
G4.26	UC 35 - Program Integrity – Referral Identification	For exchanging information related to investigation referrals the System will include interfaces to the following systems:		
		TDHS	Case Management Enterprise Solution (new system)	O
		US Department of Agriculture (USDA)	Program integrity interface	I
G4.27	UC 37 - Program Integrity – Benefit Recovery	For exchanging information related to benefits recovery the System will include interfaces to the following systems:		
		U.S. Department of the Treasury	Fiscal Services Treasury Offset Program (TOP)	I/O
		TN Education Lottery Commission	TELC	O
		Food and Nutritional Services (FNS)	Electronic Disqualified Recipient System (eDRS)	I/O
		TN Department of Finance and Administration	State's accounting system (Edison)	I/O
Shared Capabilities				
G4.28	UC 41 - Manage Referral	For exchanging information related to referrals to a variety of Services and Agencies the System will include interfaces to the following systems:		
		TN Department of Labor and Workforce Development	New Hire System and Employment and Training	I/O
		TN Department of Children's Services	Tennessee Family and Child Tracking System (TFACTS) - this is an exchange of information on children entering custody that are receiving TANF benefits.	I/O
		TN Department of Education	Teacher Licensing System	I/O
		TN Department of Safety, Office of Homeland Security	Motor Vehicle License System	I/O
		TN Department of Health	Inspectional Services System	I/O
		TN Department of Mental Health and Substance Abuse Services	TBD	I/O
		TN Housing Development Agency	TBD	I/O
G4.29	UC 45 - Contact TDHS Service Center Alternative Flow A - Process Incoming Call	For exchanging information with the IVR system scripted to deal with a variety of customer service needs		I/O
G4.30	N/A	TN Division of Health Care Finance and Administration (HCFA)	Tennessee Eligibility Determination System (TEDS) - this is a new interface for a system currently being developed as part of TEDS implementation to include information sharing between Child Support and Family Assistance, but not referral related.	I/O